

185 Franklin Street, 13th Floor Boston, MA 02110-1585

Phone 617 743-2323 Fax 617 737-0648 victor.delvecchio@verizon.com

January 12, 2007

VIA OVERNIGHT DELIVERY

Ms. Debra A. Howland Executive Director and Secretary New Hampshire Public Utilities Commission 21 S. Fruit Street, Suite 10 Concord, NH 03301

Re: Interconnection Agreement Between Verizon New Hampshire

and SBC Long Distance d/b/a AT&T Long Distance

Dear Ms. Howland:

Enclosed for filing under Section 252(i) of the Telecommunications Act of 1996 are an original and five copies of the adoption by SBC Long Distance d/b/a AT&T Long Distance of Amendment Nos. 1 and 2 to the interconnection agreement between Verizon New York and AT&T Communications of New York.

Questions that the Commission or interested persons may have regarding the filing should be directed to me or to SBC's representative:

David G. Hammock, Regional Vice President - Carrier Management AT&T Global Access Management 2703 North Central Expressway, Room 1117 Richardson, TX 75080-2010

Tel: (469) 624-6200

Please stamp the enclosed copy of this letter, and return it to me for our files in the stamped, self-addressed envelope also enclosed.

Thank you for your assistance.

Victor D. Del Vecchio

Enclosures

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DOCKET

AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of August 1, 2006 (the "Effective Date")(the terms of which originally were effective as of November 1, 2004), amends each of the Interconnection Agreements (the "Interconnection Agreements") by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Verizon" or the "Verizon Parties") and each of the AT&T wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively "AT&T" or the "AT&T Parties"; Verizon and AT&T are referred to herein individually as a "Party" and collectively as the "Parties"), but only to the extent the Interconnection Agreements referenced directly below were not already amended to address the same intercarrier compensation (including, without limitation, reciprocal compensation), interconnection architecture and related matters set forth herein. Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect as of the Effective Date (the original listing having been of Interconnection Agreements in effect as of November 1, 2004). For the avoidance of any doubt, this Amendment shall also amend each new Interconnection Agreement or adoption in any Verizon ILEC service area in which the Parties did not have an Interconnection Agreement prior to August 1, 2006, provided that in such instances the "Effective Date" of this Amendment shall be the date on which such Interconnection Agreement or adoption becomes effective. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to Interconnection Agreements under Sections 251 and 252 of the Act.

WHEREAS, the Parties wish to amend the Interconnection Agreements to reflect their agreements on certain intercarrier compensation (including, without limitation, reciprocal compensation), interconnection architecture and related matters, as set forth in Attachment 2 hereto.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and agreements set forth below, the receipt and sufficiency of which are expressly acknowledged, each of the Parties, on its own behalf and on behalf of its respective successors and assigns, hereby agrees as follows:

- 1. Amendments to Interconnection Agreements. The Parties agree that the terms and conditions set forth in Attachment 2 hereto shall govern the Parties' mutual rights and obligations with respect to the provisions set forth therein. For the avoidance of any doubt, modifications to the Interconnection Agreements (in effect as of the Effective Date or as of November 1, 2004 if an Interconnection Agreement was effective at that time) pursuant to Sections 3, 4 and 5 of Attachment 2 hereto shall apply with respect to traffic exchanged by the Parties that is covered by the next bill rendered, on or after the Effective Date, in the ordinary course by each Party for the affected categories of traffic, with respect to usage that is customarily and timely included in such bills, even if such traffic was actually exchanged on a date up to sixty (60) days prior to the Effective Date.
- 2. <u>Conflict between this Amendment and the Interconnection Agreements</u>. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreements to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of any of the Interconnection Agreements, this Amendment shall govern; provided, however, that the fact that a term or provision appears in this Amendment but not in an Interconnection Agreement, or in an Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 3. <u>Counterparts</u>. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 4. <u>Captions</u>. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 5. <u>Joint Work Product</u>. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.
- 6. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreements only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered by their duly authorized representatives under seal.

THE AT&T PARTIES

THE VERIZON PARTIES

Printed: Stephen G. Huels

Printed: Jeffrey A. Masoner

Title: Vice President

Global Access Management

Title: Vice President – Interconnection Services

Policy & Planning

Date: July 6, 2006

Date: July 6, 2006

Attachment 1

Att	achment 1 to Amendmer	nt to Interconnectio	n Agreements	 S
Intercon	nection Agreements Betv	veen The Parties a	s of August 1	, 2006
STATE.	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	ACC INTERCONN	ECTION AGREEMEN	rs ·	NOMBELL
Massachusetts	INTERCONNECTION	Verizon New	Effective	Amendment 3
Massachasetts	AGREEMENT UNDER	England Inc.,	6/25/97	
	SECTIONS 251 AND 252	d/b/a Verizon	1	
	OF THE	Massachusetts,		
	TELECOMMUNICATIONS	f/k/a New England		
	ACT OF 1996	Telephone and		
	Dated as of June 25,	Telegraph		
	1997	Company,		
	by and between	d/b/a Bell Atlantic		
	NEW ENGLAND	- Massachusetts		
	TELEPHONE AND			
	TELEGRAPH COMPANY	ACC National		
	and	Telecom Corp.		
	ACC NATIONAL			
	TELECOM CORP.			
	FOR MASSACHUSETTS	505,01,405,51,51,51		L
		ECTION AGREEMEN		A
New York	INTERCONNECTION	Verizon New York	Effective 8/01/06	Amendment 1
	AGREEMENT UNDER	Inc.	6/01/06	
	SECTIONS 251 AND 252	ACC Co	1	
	OF THE TELECOMMUNICATIONS	ACC Corp.		
	ACT OF 1996			
	by and between	and the first the sample of the		
	VERIZON NEW YORK			
	INC.			
	and			
	ACC CORP.			

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS AMENDMENT NAMES OF EFFECTIVE STATE **EXACT TITLE OF ICA** 🦭 is 📑 DATE PARTIES: AMENDMENT NUMBER **ACC INTERCONNECTION AGREEMENTS Effective** Washington, DC **Amendment 3** INTERCONNECTION Verizon **AGREEMENT UNDER** Washington, DC 6/8/98 **SECTIONS 251 AND 252** Inc.. f/k/a Bell Atlantic -OF THE **TELECOMMUNICATIONS** Washington, D.C., **ACT OF 1996** Inc. Dated as of June 8, 1998 **ACC National** by and between **BELL ATLANTIC -**Telecom Corp. WASHINGTON, D.C., INC. and **ACC NATIONAL** TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS California INTERCONNECTION. Verizon California Effective **Amendment 8** RESALE 1/23/97 Inc., **AND UNBUNDLING** f/k/a GTE AGREEMENT California between Incorporated **GTE CALIFORNIA** AT&T INCORPORATED, **CONTEL OF** Communications CALIFORNIA, INC. of California, Inc. and T&TA **COMMUNICATIONS OF**

CALIFORNIA, INC.

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT
				AMENDMENT NUMBER
	AT&T INTERCONN	NECTION AGREEMEN	TS _	
Connecticut	Assigned Agreement:	Verizon New York	Effective	Amendment 3
/ACC analysed its	INTERCONNECTION	Inc., d/b/a Verizon New	6/10/98	
(ACC assigned its Connecticut	INTERCONNECTION AGREEMENT UNDER	York,		
agreement to	SECTIONS 251 AND 252	f/k/a New York		
AT&T)	OF THE	Telephone		
Alwi)	TELECOMMUNICATIONS	Company,		
	ACT OF 1996	d/b/a Bell Atlantic		
	Dated as of June 10,	- New York		
	1998			
	by and between	ACC Long		
	NEW YORK TELEPHONE	Distance of		
	& TELEGRAPH	Connecticut Corp.		
	COMPANY d/b/a	(AT&T		
	BELL ATLANTIC -NEW	Communications		
	YORK	of New England,		
	and	Inc., assignee)		
	ACC LONG DISTANCE			
	OF CONNECTICUT			
	CORP. FOR CONNECTICUT			
		IECTION AGREEMEN	TS	
Delaware	AGREEMENT	Verizon Delaware	Effective	Amendment 4
Bolanaio	between	Inc.,	9/30/97	
	Bell Atlantic Delaware,	f/k/a Bell Atlantic –		
	Inc.	Delaware, Inc.		
	and			
	AT&T Communications	AT&T		
	of Delaware, Inc.	Communications		
	Effective Date:	of Delaware, Inc.		
	September 30, 1997	<u> </u>		

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS AMENDMENT NAMES OF ... **EFFECTIVE EXACT TITLE OF ICA** STATE IS. PARTIES. DATE AMENDMENT. NUMBER AT&T INTERCONNECTION AGREEMENTS Florida INTERCONNECTION. Verizon Florida **Effective Amendment 5 RESALE** Inc., 8/1/97 AND UNBUNDLING f/k/a GTE Florida **AGREEMENT** Incorporated between AT&T AT&T **COMMUNICATIONS OF** Communications THE SOUTHERN of the Southern STATES, INC. States, Inc. and GTE FLORIDA INC. AT&T INTERCONNECTION AGREEMENTS Idaho Adopted Agreement: **Verizon Northwest** Adoption Amendment 2 **Effective** Inc., (AT&T adopted Interconnection, Resale f/k/a GTE 7/10/01 the terms of the and Unbundling Northwest **Pathnet** Incorporated Agreement agreement) Between **GTE Northwest** Pathnet, Inc. **INCORPORATED** (AT&T and **Communications** PATHNET, INC. of the Mountain States, Inc., adoptee) AT&T INTERCONNECTION AGREEMENTS Illinois INTERCONNECTION, **Effective Amendment 4** Verizon North Inc., RESALE f/k/a GTE North 6/28/99 AND UNBUNDLING Incorporated, **AGREEMENT** Verizon South Inc., among **GTE NORTH** f/k/a GTE South INCORPORATED, GTE Incorporated SOUTH INCORPORATED, d/b/a T&TA **GTE SYSTEMS OF** Communications **ILLINOIS** of Illinois, Inc.

and
AT&T
COMMUNICATIONS OF
ILLINOIS, INC.

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE 17 DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	AT&T INTERCON	NECTION AGREEMEN	TS	
Indiana	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF INDIANA, INC. and	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems AT&T Communications of Indiana, Inc.	Effective 11/24/99	Amendment 2
	AT&T COMMUNICATIONS OF INDIANA, INC.	IECTION AGREEMEN	Te	
Maine	Assigned Agreement:	Verizon New	Effective	Amendment 3
(ACC assigned its Maine agreement to AT&T)	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 7, 1999 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - MAINE and ACC NATIONAL TELECOM CORP.	England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Maine ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)	4/7/99	
		IECTION AGREEMEN	TS	
Maryland	AGREEMENT between Bell Atlantic Maryland, Inc. and	Verizon Maryland Inc., f/k/a Bell Atlantic – Maryland, Inc.	Effective 8/1/97	Amendment 4

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
A Committee of the Comm	AT&T Communications of Maryland, Inc. Effective Date: August 1, 1997	AT&T Communications of Maryland, Inc.		
		VECTION AGREEMEN		A
Massachusetts	Agreement between AT&T Communications of New England, Inc. and New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts	Effective 4/13/98	Amendment 2
		AT&T Communications of New England, Inc.		
		IECTION AGREEMEN		
Michigan	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF MICHIGAN and AT&T COMMUNCIATIONS OF	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems AT&T Communications of Michigan, Inc.	Effective 8/3/99	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
		ECTION AGREEMEN		
New Hampshire (ACC assigned its New Hampshire agreement to AT&T)	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL	Verizon New England, Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)	Effective 6/10/98	Amendment 3
	TELECOM CORP.	LEGION AGDEENEN	70	
New James		IECTION AGREEMEN	Effective	Amendment 4
(AT&T Communications of New Jersey, Inc., assigned its agreement to AT&T Communications	AGREEMENT between Bell Atlantic New Jersey, Inc. and AT&T Communications of New Jersey, Inc. Effective Date: September 15, 1997	Verizon New Jersey Inc., f/k/a Bell Atlantic – New Jersey, Inc. AT&T Communications of New Jersey, Inc. (AT&T Communications	Епестіче 9/15/97	Amenament 4
of New Jersey, L.P.)		of New Jersey, L.P., assignee)		

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS AMENDMENT NAMES OF **EFFECTIVE** EXACT TITLE OF ICA STATE . IS PARTIES DATE! AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS **Amendment 1 New York** INTERCONNECTION Verizon New York **Effective** AGREEMENT UNDER Inc. 8/01/06 SECTIONS 251 AND 252 OF THE AT&T **TELECOMMUNICATIONS** Communications **ACT OF 1996** of New York, Inc. by and between **VERIZON NEW YORK** INC. and AT&T **COMMUNICATIONS OF NEW YORK, INC.** AT&T INTERCONNECTION AGREEMENTS North Carolina INTERCONNECTION. **Verizon South Effective Amendment 2** 2/9/99 RESALE Inc., AND UNBUNDLING f/k/a GTE South **AGREEMENT Incorporated** between AT&T AT&T **COMMUNICATIONS OF** Communications of the Southern THE SOUTHERN States, Inc. STATES, INC. and **GTE SOUTH INCORPORATED** AT&T INTERCONNECTION AGREEMENTS Ohio Verizon North Inc., **Amendment 4** INTERCONNECTION. Effective RESALE f/k/a GTE North ... 12/30/98 AND UNBUNDLING Incorporated **AGREEMENT** between AT&T **GTE NORTH** Communications of Ohio, Inc. INCORPORATED and AT&T **COMMUNICATIONS OF** OHIO, INC. AT&T INTERCONNECTION AGREEMENTS Oregon INTERCONNECTION, **Verizon Northwest Effective Amendment 3**

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT
			4/07/00	NUMBER
	RESALE AND UNBUNDLING	Inc., f/k/a GTE	1/27/99	
	AGREEMENT	Northwest		
	between	Incorporated		
	GTE NORTHWEST	incorporated		'
	INCORPORATED	AT&T		
	and	Communications	}	
	AT&T	of the Pacific		
	COMMUNICATIONS OF	Northwest, Inc.		1
	THE PACIFIC			
	NORTHWEST, INC.			
		ECTION AGREEMEN	TS	
Pennsylvania	Adopted Agreement:	Verizon	Adoption	Amendment 2
(former Bell		Pennsylvania Inc.,	Effective	
Atlantic)	INTERCONNECTION	f/k/a Bell Atlantic -	4/29/02	
	AGREEMENT UNDER	Pennsylvania, Inc.		
(AT&T adopted	SECTIONS 251 AND 252			
the terms of the	OF THE	TCG - Pittsburgh		
TCG agreement)	TELECOMMUNICATIONS	(AT&T		
	ACT OF 1996	Communications		
	Dated as of February 3,	of Pennsylvania,		
	1997	Inc., adoptee)		
	by and between			
	BELL ATLANTIC -			
	PENNSYLVANIA, INC.			
	and			
	TCG - PITTSBURGH	15071011 1005511511		
<u> </u>		IECTION AGREEMEN		A
Pennsylvania	INTERCONNECTION,	Verizon North Inc.,	Effective	Amendment 4
(former GTE)	RESALE	f/k/a GTE North	10/12/99	
	AND UNBUNDLING AGREEMENT	Incorporated	H	
	between	AT&T		
	GTE NORTH, INC.	Communications		
	and	of Pennsylvania,		
	AT&T	Inc.		
	COMMUNICATIONS OF			
	PENNSYLVANIA, INC.			

				THIS
		NAMES OF	EFFECTIVE	AMENDMENT
STATE	EXACT TITLE OF ICA	PARTIES	DATE	IS A
				AMENDMENT NUMBER
	AT&T INTERCONN	ECTION AGREEMEN	ITS	
Rhode Island	Assigned Agreement:	Verizon New	Effective	Amendment 3
		England, Inc.	4/7/99	
(ACC assigned its	INTERCONNECTION	d/b/a Verizon		
Rhode Island	AGREEMENT UNDER	Rhode Island,		
agreement to AT&T)	SECTIONS 251 AND 252 OF THE	f/k/a New England Telephone and		}
Alai)	TELECOMMUNICATIONS	Telegraph	}	
	ACT OF 1996	Company,		
	Dated as of April 7, 1999	d/b/a Beil Atlantic		
	by and between	- Rhode Island		
	NEW ENGLAND			
	TELEPHONE AND	ACC National		
	TELEGRAPH COMPANY	Telecom Corp.		
	d/b/a	(AT&T		
	BELL ATLANTIC -	Communications		
	RHODE ISLAND	of New England,		
	and	Inc., assignee)		
	ACC NATIONAL TELECOM CORP.			
	L	IECTION AGREEMEN	ITS	
South Carolina	INTERCONNECTION,	Verizon South	Effective	Amendment 2
	RESALE	Inc.,	7/14/00	7411011411101111
	AND UNBUNDLING	f/k/a GTE South		
	AGREEMENT	Incorporated		
	between	•		
	AT&T	AT&T		
	COMMUNICATIONS OF	Communications		
	THE SOUTHERN	of the Southern		
	STATES, INC.	States, Inc.		
	and CTF SOUTU			
	GTE SOUTH INCORPORATED			
		IECTION AGREEMEN	 TS	
Texas	INTERCONNECTION,	GTE Southwest	Effective	Amendment 3
IVAGS	RESALE	Incorporated,	6/6/97	Amendment 3
	AND UNBUNDLING	d/b/a Verizon	3.0.07	
	AGREEMENT	Southwest		
	between			
	GTE SOUTHWEST	AT&T		
	INCORPORATED AND	Communications		

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		1000	te de la com	THIS AMENDMENT
STATE	EXACT TITLE OF ICA	NAMES OF.	EFFECTIVE	AWEIDINEIA
		PARTIES	DATE	AMENDMENT
			1. 1484年. 蓬	NUMBER
	CONTEL OF TEXAS, INC.	of Texas, L.P.,		
	and	f/k/a AT&T		
	AT&T	Communications		
	COMMUNICATIONS OF	of the Southwest,		
	THE SOUTHWEST, INC.	Inc		
		ECTION AGREEMEN		
Vermont	Assigned Agreement:	Verizon New	Effective	Amendment 3
		England Inc.,	6/10/98	
ACC assigned its	INTERCONNECTION	d/b/a Verizon		
Vermont	AGREEMENT UNDER	Vermont,		
agreement to	SECTIONS 251 AND 252	f/k/a New England		
AT&T)	OF THE	Telephone and		
	TELECOMMUNICATIONS	Telegraph		
	ACT OF 1996	Company, d/b/a Bell Atlantic		
	Dated as of June 10,	– Vermont		
	1998	- vermont		
	by and between BELL ATLANTIC -	ACC National		
	VERMONT	Telecom Corp.		
	and	(AT&T		
	ACC NATIONAL	Communications		
	TELECOM CORP.	of New England,		
	TELEGOW CORT :	Inc., assignee)		
	AT&T INTERCONN	IECTION AGREEMEN	TS	
Virginia	INTERCONNECTION	Verizon Virginia	Effective	Amendment 3
(former Bell	AGREEMENT UNDER	Inc.	10/8/02	
Atlantic)	SECTIONS 251 AND 252	f/k/a Bell Atlantic -		
·,	OF THE	Virginia, Inc.		
	TELECOMMUNICATIONS			
	ACT OF 1996	AT&T		
	Dated as of October 8,	Communications		}
	2002	of Virginia, Inc.		
	by and between			
	VERIZON VIRGINIA INC.			
	and			
	AT&T			
	COMMUNICATIONS OF			
	VIRGINIA, INC.			
		IECTION AGREEMEN		· · · · · · · · · · · · · · · · · · ·
Virginia	INTERCONNECTION,	Verizon South	Effective	Amendment 2
(former GTE)	RESALE	Inc.,	5/28/99	

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		NAMES OF	EFFECTIVE	THIS AMENDMENT
STATE	EXACT TITLE OF ICA.	NAMES OF PARTIES	DATE	- :
				AMENDMENT
	AND UNBUNDLING	f/k/a GTE South		NUMBER
	AGREEMENT	Incorporated		1
	between	moorporated		
	GTE SOUTH	AT&T	}	
	INCORPORATED	Communications		
	and	of Virginia, Inc.		
	AT&T	ga,a,		
	COMMUNICATIONS OF			
l I	VIRGINIA, INC.			
		NECTION AGREEMEN	TS	
Washington	INTERCONNECTION,	Verizon Northwest	Effective	Amendment 3
	RESALE	Inc.,	9/25/97	
	AND UNBUNDLING	f/k/a GTE		
	AGREEMENT	Northwest		
·	between	Incorporated		
	GTE NORTHWEST		Į.	
	INCORPORATED	AT&T		
	and	Communications		
	AT&T	of the Pacific		
	COMMUNICATIONS OF	Northwest, Inc.		
	THE PACIFIC			
	NORTHWEST, INC.	ISOTION AGDESMEN		
Washington DC		NECTION AGREEMEN		A
Washington, DC	AGREEMENT	Verizon	Effective	Amendment 4
	between Bell Atlantic	Washington, DC Inc.,	8/25/97	
		f/k/a Bell Atlantic –	ì	
	Washington, DC, Inc. and	Į.		
	AT&T Communications	Washington, D.C., Inc.		
	of Washington, DC, Inc.	IIIC.		
	Effective Date: August	АТ&Т		
	25, 1997	Communications		
	23, 1331	of Washington,	ļ	
		DC, Inc.		
				

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE *DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	AT&T INTERCON	NECTION AGREEMEN		
West Virginia (AT&T adopted the terms of the MCImetro agreement)	Adopted Agreement: MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997 MCImetro/Bell Atlantic Interconnection Agreement between MCImetro Access Transmission Services, Inc. ("MCIm") and Bell Atlantic-West Virginia, Inc.	Verizon West Virginia Inc., f/k/a Bell Atlantic – West Virginia, Inc. MCImetro Access Transmission Services, Inc. (AT&T Communications of West Virginia, Inc., adoptee)	Adoption Effective 2/10/99	Amendment 3
	AT&T INTERCON	NECTION AGREEMEN	TS	
Wisconsin	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF WISCONSIN, INC. and GTE NORTH INCORPORATED	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Wisconsin, Inc.	Effective 2/5/99	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 * THIS AMENDMENT NAMES OF **EFFECTIVE** EXACT TITLE OF ICA STATE DATE: **PARTIES** AMENDMENT, NUMBER TCG INTERCONNECTION AGREEMENTS California Adoption **Amendment 6** Adopted Agreement: **Verizon California** Inc., **Effective** INTERCONNECTION. f/k/a GTE 6/10/98 (TCG Los California Angeles adopted **RESALE AND** the terms of the UNBUNDLING Incorporated **MCImetro AGREEMENT** agreement) **MCImetro Access** BETWEEN Transmission **GTE CALIFORNIA INCORPORATED** Services, Inc. AND (Teleport MCImetro ACCESS **Communications** TRANSMISSION Group, Inc. Los SERVICES, INC. Angeles, adoptee) TCG INTERCONNECTION AGREEMENTS California Verizon California Amendment 6 **Adopted Agreement: Adoption Effective** Inc., 6/10/98 (TCG San Diego INTERCONNECTION, f/k/a GTE adopted the **RESALE AND** California terms of the Incorporated UNBUNDLING **MCImetro AGREEMENT MCImetro Access** agreement) BETWEEN

Transmission

Services, Inc. (Teleport

Communications

Group Inc., San

Diego, adoptee)

GTE CALIFORNIA

INCORPORATED

AND

MCImetro ACCESS TRANSMISSION

SERVICES, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	TCG INTERCONN	ECTION AGREEMEN	TS	
California	Adopted Agreement:	Verizon California Inc.,	Adoption Effective	Amendment 6
(TCG San	INTERCONNECTION,	f/k/a GTE	6/10/98	
Francisco	RESALE AND	California		
adopted the terms of the	UNBUNDLING AGREEMENT	Incorporated		
MCImetro	BETWEEN	MCImetro Access		
agreement)	GTE CALIFORNIA	Transmission		
	INCORPORATED	Services, Inc.		
	AND	(Teleport		
	MCImetro ACCESS	Communications		
	TRANSMISSION	Group, Inc. San		
	SERVICES, INC.	Francisco, adoptee)		
	TCG INTERCONN	ECTION AGREEMEN	rs	
Delaware	INTERCONNECTION	Verizon Delaware	Effective	Amendment 8
	AGREEMENT UNDER	Inc.,	9/13/96	
	SECTIONS 251 AND 252	f/k/a Bell Atlantic –		
	OF THE	Delaware, Inc.		
	TELECOMMUNICATIONS			
	ACT OF 1996	TCG Delaware		
	Dated as of September	Valley, Inc.,		
	13, 1996	f/k/a Eastern		
	by and between	TeleLogic		
	BELL ATLANTIC- DELAWARE, INC.	Corporation		
	and			
	EASTERN TELELOGIC CORPORATION			

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 ·// THIS AMENDMENT NAMES OF EFFECTIVE EXACT TITLE OF ICA IS: PARTIES DATE* AMENDMEN NUMBER TCG INTERCONNECTION AGREEMENTS Florida Adopted Agreement: Verizon Florida Adoption **Amendment 4** Inc.. **Effective** (TCG adopted the INTERCONNECTION, f/k/a GTE Florida 3/6/98 terms of the RESALE Incorporated AT&T agreement) AND UNBUNDLING AT&T **AGREEMENT** between Communications of the Southern AT&T **COMMUNICATIONS OF** States, Inc. (TCG THE SOUTHERN South Florida. STATES, INC. adoptee) and GTE FLORIDA INC. TCG INTERCONNECTION AGREEMENTS Illinois Adopted Agreement: Verizon North Inc., Adoption Amendment 2 **Effective** f/k/a GTE North (TCG adopted the INTERCONNECTION. Incorporated, 6/2/04 terms of the RESALE Verizon South AT&T agreement) AND UNBUNDLING Inc., **AGREEMENT** f/k/a GTE South Incorporated among **GTE NORTH** AT&T INCORPORATED, GTE SOUTH Communications INCORPORATED, d/b/a of Illinois, Inc. **GTE SYSTEMS OF** (TCG Chicago and **ILLINOIS** TCG Illinois, and adoptee) AT&T **COMMUNICATIONS OF** ILLINOIS, INC. TCG INTERCONNECTION AGREEMENTS Indiana Adopted Agreement: Verizon North Inc.. Adoption Amendment 2 f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION. Incorporated 5/21/03 terms of the **RESALE** Contel of the AT&T agreement) AND UNBUNDLING South, Inc., AGREEMENT d/b/a Verizon

North Systems

between

GTE NORTH

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF INDIANA, INC.	AT&T Communications of Indiana, Inc. (TCG Indianapolis,		
	and AT&T COMMUNICATIONS OF INDIANA, INC. TCG INTERCONN	adoptee) ECTION AGREEMEN	TS	
Maryland	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997	Verizon Maryland Inc., f/k/a Bell Atlantic – Maryland, Inc. TCG – Maryland	Effective 2/3/97	Amendment 5
	by and between BELL ATLANTIC - MARYLAND, INC. and TCG - MARYLAND			

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE:	THIS AMENDMENT IS AMENDMENT NUMBER
		ECTION AGREEMEN		
Massachusetts	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 29, 1997 by and between BELL ATLANTIC- MASSACHUSETTS and TELEPORT	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts Teleport Communications-	Effective 10/29/97	Amendment 4
	COMMUNICATIONS BOSTON	Boston, Inc., f/k/a Teleport Communications Boston		
		ECTION AGREEMEN		
Michigan (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF MICHIGAN and AT&T COMMUNCIATIONS OF MICHIGAN, INC.	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Michigan, Inc. (Teleport Communications Group Inc./TCG Detroit, adoptee)	Adoption Effective 11/24/99	Amendment 4
New Hampshire	Adoption of Assigned	Verizon New	Adoption	Amendment 3
(TCG adopted the terms of the AT&T agreement,	Agreement: INTERCONNECTION AGREEMENT UNDER	England Inc., d/b/a Verizon New Hampshire, f/k/a New England	Effective 6/18/02	Amenament 3

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	FEFFEGTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
originally assigned to AT&T by ACC)	SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998	Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire		
	by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a	ACC National Telecom Corp. (AT&T Communications of New England,		
	BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL	Inc., assignee, TCG New Hampshire, Inc., adoptee)		
	TELECOM CORP.	ECTION AGREEMEN		
New Jersey	INTERCONNECTION AGREEMENT UNDER	Verizon New Jersey Inc.,	Effective 9/13/96	Amendment 5
Eastern TeleLogic	SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-NEW JERSEY, INC. and EASTERN TELELOGIC CORPORATION	f/k/a Bell Atlantic – New Jersey, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation	3/13/30	
New Jersey TC Systems, Inc.	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between	Verizon New Jersey Inc., f/k/a Bell Atlantic New Jersey, Inc. Teleport Communications New York, f/k/a TC Systems,	Effective 2/3/97	Amendment 5

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS AMENDMEN NAMES OF EXACT TITLE OF ICA PARTIES AMENDMENT NUMBER **BELL ATLANTIC - NEW** Inc. JERSEY, INC. and TC SYSTEMS, INC. TCG INTERCONNECTION AGREEMENTS **Amendment 1** INTERCONNECTION Verizon New York **Effective New York** 8/01/2006 AGREEMENT UNDER Inc., f/k/a New York **SECTIONS 251 AND 252** OF THE Telephone TELECOMMUNICATIONS Company **ACT OF 1996** by and between Teleport **VERIZON NEW YORK** Communications Group Inc. INC. and **TELEPORT** COMMUNICATIONS **GROUP INC.** TCG INTERCONNECTION AGREEMENTS Verizon South **Adoption** Amendment 2 **North Carolina Adopted Agreement:** inc., **Effective** f/k/a GTE South 12/8/00 INTERCONNECTION, (TCG adopted the Incorporated terms of the RESALE AT&T agreement) AND UNBUNDLING AT&T AGREEMENT Communications between of the Southern AT&T States, Inc. (TCG **COMMUNICATIONS OF** of the Carolinas, THE SOUTHERN STATES, INC. Inc., adoptee) and **GTE SOUTH**

INCORPORATED

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 #THIS: Comment AMENDMENT NAMES OF **EFFECTIVE** EXACT TITLE OF ICA STATE IS : PARTIES DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Ohio Amendment 2 Adopted Agreement: Verizon North Inc., Adoption f/k/a GTE North **Effective** (TCG adopted the 6/2/04 INTERCONNECTION, Incorporated terms of the RESALE AT&T agreement) AND UNBUNDLING AT&T AGREEMENT Communications of Ohio, Inc. (TCG between **GTE NORTH** Ohio, Inc., **INCORPORATED** adoptee) and AT&T **COMMUNICATIONS OF** OHIO, INC. TCG INTERCONNECTION AGREEMENTS Oregon Adopted Agreement: Verizon Northwest **Adoption** Amendment 3 **Effective** Inc., (TCG adopted the 4/23/99 INTERCONNECTION, f/k/a GTE terms of the RESALE Northwest AT&T agreement) AND UNBUNDLING Incorporated **AGREEMENT** between AT&T **GTE NORTHWEST** Communications **INCORPORATED** of the Pacific Northwest, Inc. and (TCG Oregon, AT&T COMMUNICATIONS OF adoptee) THE PACIFIC NORTHWEST, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT** NAMES OF EFFECTIVE EXACT TITLE OF ICA MENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Pennsylvania INTERCONNECTION Verizon **Effective Amendment 3** (former Bell AGREEMENT UNDER Pennsylvania Inc., 2/3/97 Atlantic) **SECTIONS 251 AND 252** f/k/a Bell Atlantic -Pennsylvania, Inc. OF THE **TCG Pittsburgh TELECOMMUNICATIONS TCG Pittsburgh ACT OF 1996** Dated as of February 3, 1997 by and between **BELL ATLANTIC -**

	TCG - PITTSBURGH			
Pennsylvania	INTERCONNECTION	Verizon	Effective	Amendment 4
(former Bell	AGREEMENT UNDER	Pennsylvania Inc.,	9/13/96	
Atlantic)	SECTIONS 251 AND 252	f/k/a Bell Atlantic -		
	OF THE	Pennsylvania, Inc.		
Eastern	TELECOMMUNICATIONS			
TeleLogic	ACT OF 1996	TCG Delaware		-
	Dated as of September	Valley, Inc.,		
	13, 1996	f/k/a Eastern		1
	by and between	TeleLogic		
	BELL ATLANTIC-	Corporation		}
	PENNSYLVANIA, INC.			
	and			
	EASTERN TELELOGIC			
	CORPORATION			

PENNSYLVANIA, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS " AMENDMENT NAMES OF EFFECTIVE EXACT TITLE OF ICA - IS-PARTIES* DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS **Amendment 4** Pennsylvania Verizon North Inc., Adoption **Adopted Agreement:** f/k/a GTE North **Effective** (former GTE) 1/26/00 INTERCONNECTION, Incorporated (TCG adopted the RESALE terms of the AT&T AND UNBUNDLING Communications AT&T agreement) **AGREEMENT** of Pennsylvania, between GTE NORTH, INC. Inc. (Teleport Communications and AT&T Group Inc./TCG **COMMUNICATIONS OF** Pittsburgh and TCG Delaware PENNSYLVANIA, INC. Valley, Inc., adoptees) TCG INTERCONNECTION AGREEMENTS Rhode Island INTERCONNECTION Verizon New **Effective** Amendment 4 4/21/99 AGREEMENT UNDER England Inc., d/b/a Verizon **SECTIONS 251 AND 252** OF THE Rhode Island, **TELECOMMUNICATIONS** f/k/a New England ACT OF 1996 Telephone and Dated as of April 21, Telegraph 1999 Company, by and between d/b/a Bell Atlantic - Rhode Island **BELL ATLANTIC-RHODE** ISLAND and TCG Rhode Island TCG RHODE ISLAND TCG INTERCONNECTION AGREEMENTS Verizon South Effective **Amendment 1** South Carolina Adopted Agreement: 10/07/2005 Inc., f/k/a GTE South (TCS adopted the INTERCONNECTION. terms of the RESALE Incorporated AT&T agreement) AND UNBUNDLING TC Systems, inc. AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN

STATES, INC.

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	and			
	GTE SOUTH			
	INCORPORATED TOGUNTERCONN	LECTION AGREEMEN	те	
Texas	Adopted Agreement:	GTE Southwest	Adoption	Amendment
IGAGS	Adopted Agreement.	Incorporated,	Effective	Amendment
TCG adopted the	INTERCONNECTION,	d/b/a Verizon	2/20/98	
terms of the	RESALE	Southwest		
AT&T agreement)	AND UNBUNDLING			
,	AGREEMENT	AT&T		
	between	Communications		
	GTE SOUTHWEST	of the Southwest,		
	INCORPORATED AND	Inc. (TCG Dallas		
	CONTEL OF TEXAS, INC.	and Teleport		
	and	Communications		
	AT&T	Houston, Inc.,		
	COMMUNICATIONS OF	adoptee)		
	THE SOUTHWEST, INC.			
	TCC INTERCONN	ECTION AGREEMEN	ге	_ _
Virginia	INTERCONNECTION	Verizon Virginia	Effective	Amendment
(former Bell	AGREEMENT UNDER	Inc.	10/8/02	Amendment
Atlantic)	SECTIONS 251 AND 252	f/k/a Bell Atlantic -	10/0/02	
Allantio	OF THE	Virginia, Inc.		
	TELECOMMUNICATIONS	J		
	ACT OF 1996	TCG Virginia, Inc.	{	
	Dated as of October 8,			
	2002			
	by and between			
	VERIZON VIRGINIA INC.			TO THE PROPERTY OF THE
	and			
	TCG VIRGINIA, INC.			

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT** NAMES OF EFFECTIVE EXACT TITLE OF ICA ren sulSur DATE **PARTIES** AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Virginia Adopted Agreement: **Verizon South** Adoption Amendment 2 (former GTE) **Effective** Inc., Interim Virginia Cof/k/a GTE South 7/22/97 (TCG adopted the **Carrier Agreement** Incorporated terms of the MCI between MFS Intelenet Worldcom of Virginia, Inc. and GTE MCI WORLDCOM agreement) South Incorporated Communications of Virginia, Inc. f/k/a MFS Intelenet of Virginia, Inc. (TCG Virginia, inc., adoptee) TCG INTERCONNECTION AGREEMENTS Washington **Adopted Agreement: Verizon Northwest** Adoption **Amendment 2** Inc., **Effective** (TCG adopted the INTERCONNECTION, f/k/a GTE 4/21/99 terms of the RESALE Northwest AT&T agreement) AND UNBUNDLING Incorporated AGREEMENT AT&T between **GTE NORTHWEST** Communications **INCORPORATED** of the Pacific Northwest, Inc. and AT&T (TCG Seattle, **COMMUNICATIONS OF** adoptee) THE PACIFIC

NORTHWEST, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 ATHIS. AMENDMENT NAMES OF EFFECTIVE EXACT TITLE OF ICA PARTIES **AMENDMENT** NUMBER: TCG INTERCONNECTION AGREEMENTS Washington, DC INTERCONNECTION Verizon **Effective Amendment 5** AGREEMENT UNDER Washington, DC 2/3/97 **SECTIONS 251 AND 252** Inc., OF THE f/k/a Bell Atlantic -**TELECOMMUNICATIONS** Washington, D.C., **ACT OF 1996** Inc. Dated as of February 3 1997 Teleport by and between **Communications** - Washington, **BELL ATLANTIC -**WASHINGTON, D.C., D.C., Inc. INC. and **TELEPORT COMMUNICATIONS -**WASHINGTON, D.C., INC. TCG INTERCONNECTION AGREEMENTS West Virginia Verizon West Adoption **Amendment 3 Adopted Agreement:** Virginia Inc., **Effective** (TCG adopted the MCImetro/Bell Atlantic f/k/a Bell Atlantic -6/15/02 terms of the INTERCONNECTION West Virginia, Inc. **MCImetro AGREEMENT 1997** agreement) MCImetro Access Agreement between Transmission Services, LLC, **MCImetro Access** Transmission Services, f/k/a MCImetro Inc. and Bell Atlantic-Access West Virginia, Inc. Transmission Services, Inc. (TCG Virginia,

Inc., adoptee)

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 シィ゙漬THIS 🍆 AMENDMENT NAMES OF **EXACT TITLE OF ICA** :- NS ** PARTIES. AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Wisconsin Adopted Agreement: Verizon North Inc., Adoption **Amendment 2** f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION. Incorporated 11/24/03 terms of the RESALE AT&T agreement) AND UNBUNDLING AT&T **AGREEMENT** Communications of Wisconsin, Inc. between AT&T (TCG Milwaukee, **COMMUNICATIONS OF** inc., adoptee) WISCONSIN, INC. and **GTE NORTH INCORPORATED**

Attachment 2

Terms and Conditions

1. Definitions.

Notwithstanding anything to the contrary in the Interconnection Agreements, this Amendment, in any applicable tariff or SGAT, or otherwise (including a change to applicable law effected after the Effective Date), the terms defined in this Section (or elsewhere in this Amendment) shall have the respective meanings set forth in this Amendment. A defined term intended to convey the meaning stated in this Amendment is capitalized when used. Other terms that are capitalized, and not defined in this Amendment, shall have the meaning set forth in the Act. Unless the context clearly indicates otherwise, any term defined in this Amendment that is defined or used in the singular shall include the plural, and any term defined in this Amendment that is defined or used in the plural shall include the singular. The words "shall" and "will" are used interchangeably, and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party. The terms defined in this Amendment have the meanings stated herein for the purpose of this Amendment only, do not otherwise supersede terms defined in the Interconnection Agreement and are not to be used for any other purpose. By agreeing to use the definitions of terms used in this Amendment, neither Party is conceding the definition of a term for any other purpose.

- (a) "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et. seq.), as amended from time to time (including by the Telecommunications Act of 1996).
 - (b) "Effective Date" means August 1, 2006.
- (c) "End Office" means a carrier switch to which telephone service subscriber access lines are connected for the purposes of interconnection to other subscriber access lines and to trunks.
- (d) "End User" means a third party residence or business subscriber to Telephone Exchange Services.
- (e) "Extended Local Calling Scope Arrangement" means an arrangement that provides an End User a local calling scope (Extended Area Service, "EAS") outside the End User's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that, under an optional Extended Local Calling Scope Arrangement chosen by the End User, terminates outside of the End User's basic exchange serving area.
 - (f) "ISP-Bound Traffic" means any Telecommunications traffic originated on the

public switched telephone network ("PSTN") on a dial-up basis that is transmitted to an Internet service provider at any point during the duration of the transmission, and includes V/FX Traffic that is transmitted to an Internet service provider at any point during the duration of the transmission but, for purposes of this Amendment, does not include Local Traffic or VOIP Traffic (the Parties hereby acknowledging that they shall not be deemed, by virtue of this Amendment, to have agreed for any other purpose whether ISP-Bound Traffic does or does not include Local Traffic or VOIP Traffic).

- (g) "LERG" or "Local Exchange Routing Guide" means a Telcordia Technologies publication containing NPA/NXX routing and homing information.
- (h) "Local Traffic" consists of Telecommunications traffic for which reciprocal compensation is required by Section 251(b)(5) of the Act or 47 C.F.R Part 51, and is based on calling areas established from time to time by each respective state public service commission (typically based on Verizon's local calling area, including non-optional EAS, except that, as of the Effective Date, in the State of New York reciprocal compensation is required on a LATA-wide basis) but, for purposes of this Amendment, does not include ISP-Bound Traffic or VOIP Traffic (the Parties hereby acknowledging that they shall not be deemed, by virtue of this Amendment, to have agreed for any other purpose whether Local Traffic does or does not include ISP-Bound Traffic or VOIP Traffic).
- (i) "NPA/NXX Code" means area code plus the three-digit switch entity indicator (i.e., the first six digits of a ten-digit telephone number).
- (j) "Tandem" or "Tandem Switch" means a physical or logical switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.
- (k) "Virtual Foreign Exchange Traffic" or "V/FX Traffic" means a call to or from an End User assigned a telephone number with an NPA/NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such End User's station.
- (l) "VOIP Traffic" means voice communications (including, for this purpose, fax transmissions and other applications, if any, of a type that may be transmitted over voicegrade communications) that are transmitted in whole or in part over packet switching facilities using Internet Protocol, but, for purposes of this Amendment, do not include ISP-Bound Traffic or Local Traffic (the Parties hereby acknowledging that they shall not be deemed, by virtue of this Amendment, to have agreed for any other purpose whether VOIP Traffic does or does not include ISP-Bound Traffic or Local Traffic). For purposes of this Amendment, VOIP Traffic also includes the foregoing communications exchanged between the Parties that are ultimately

originated by, or terminated to, a third party service provider, provided, however, that, in determining responsibility for access charges (if any) associated with VOIP Traffic pursuant to this Amendment, each Party reserves the right to maintain that such access charges are the responsibility of such third party service provider.

(m) "Wire Center" means a building or portion thereof that serves as the premises for one or more End Office switches and related facilities.

2. Conditions Precedent To Applicability of Rates.

- (a) In order for the terms set forth in Sections 3 and 4 below to take effect, the following conditions precedent must be satisfied as of November 1, 2004 (i.e., as of the effective date of the like amendment to the predecessor Interconnection Agreement between the Parties in New York) (or, in the case of another carrier adopting any of the Interconnection Agreements, as of the effective date of any such adoption and with respect to such carrier and all of its CLEC affiliates): (i) AT&T shall be in compliance with the terms of Section 8 below regarding interconnection architecture; (ii) there shall be no outstanding billing disputes between the Parties with respect to reciprocal compensation or other intercarrier compensation charges by either Party for Local Traffic, ISP-Bound Traffic or VOIP Traffic; and (iii) the Aggregated Traffic Ratio (as defined in Section 3 below) for the last full calendar quarter prior to November 1, 2004 (or, in the case of another carrier adopting any of the Interconnection Agreements, for the last full calendar quarter prior to the effective date of any such adoption) shall be no greater than five (5) to one (1).
- (b) If AT&T had failed to satisfy any of the conditions precedent set forth in Section 2(a) above as of November 1, 2004 (or in the case of another carrier adopting any of the Interconnection Agreements, as of the effective date of any such adoption), then compensation for ISP-Bound Traffic and Local Traffic exchanged between the Parties would have been (or in the case of another carrier adopting any of the Interconnection Agreements, shall be) governed by the following terms: (i) ISP-Bound Traffic shall be subject to "bill and keep" (i.e., zero compensation); and (ii) Verizon's then-prevailing reciprocal compensation rates in each particular service territory (as set forth in Verizon's standard price schedules, as amended) shall apply to Local Traffic exchanged between the Parties. For purposes of the preceding sentence only, all Local Traffic and ISP-Bound Traffic above a 3:1 ratio exchanged between the Parties under an Interconnection Agreement shall be considered to be ISP-Bound Traffic (except in Massachusetts, where a 2:1 ratio, instead of a 3:1 ratio, shall apply).

3. <u>Unitary Rate for ISP-Bound Traffic and Local Traffic.</u>

(a) Except as otherwise set forth in Sections 4, 5 or 6, commencing on the Effective Date, and continuing prospectively for the applicable time periods described below (the "Amendment Term"), when ISP-Bound Traffic or Local Traffic is originated by a Party's End User on that Party's network (the "Originating Party") and delivered to the other Party (the

"Receiving Party") for delivery to an End User of the Receiving Party, the Receiving Party shall bill and the Originating Party shall pay intercarrier compensation at the following equal, symmetrical rates (individually and collectively, the "Unitary Rate"):

\$.0004 per MOU for traffic exchanged beginning on the Effective Date and ending on December 31, 2006 (or ending on a later date if and, to the extent that, this Amendment remains in effect (as set forth in Sections 9 and 10 below) after December 31, 2006);

provided, however, that if for any calendar quarter during the Amendment Term the ratio of MOUs, calculated on an aggregated basis across all jurisdictions, of (i) all traffic subject to the Unitary Rate under this Amendment that is originated on the networks of the Verizon Parties and delivered to the AT&T Parties, to (ii) all traffic subject to the Unitary Rate under this Amendment that is originated on the networks of the AT&T Parties and delivered to the Verizon Parties (the "Aggregated Traffic Ratio"), is greater than five (5) to one (1), then the Unitary Rate applicable to all such traffic above a five (5) to one (1) Aggregated Traffic Ratio shall be zero (i.e., "bill and keep"), and the then-applicable Unitary Rate shall continue to apply to all such traffic up to and including a five (5) to one (1) Aggregated Traffic Ratio. In addition, for the avoidance of doubt, for the purpose of calculating the Aggregated Traffic Ratio, "traffic subject to the Unitary Rate under this Amendment" shall also include VOIP Traffic until such time (if any) as the FCC issues the FCC VOIP Order referred to in Section 5(b) and rules that access charges apply to VOIP Traffic.

- (b) Notwithstanding subsection (a) above: (i) for those geographic areas that, as of November 1, 2004, are subject to an Interconnection Agreement between the Parties providing that Local Traffic (or the definitional equivalent thereto) within such geographic areas is to be exchanged on a "bill & keep" basis, the Unitary Rate for purposes of this Amendment shall be deemed to be zero (\$0.00) for the duration of the Amendment Term; and (ii) for those geographic areas that, as of November 1, 2004, are not subject to existing Interconnection Agreements between the Parties, the Unitary Rate for purposes of this Amendment shall be deemed to be zero (\$0.00) for the duration of the Amendment Term.
- (c) Notwithstanding subsection (a) above, the Parties are unable to agree, for purposes of creating a uniform rating methodology under this Amendment, whether V/FX Traffic that is not ISP-Bound Traffic should be treated like toll traffic that is subject to switched access charges, like Local Traffic subject to the Unitary Rate, or in some other manner. Therefore, the Parties agree that V/FX Traffic that is not ISP-Bound Traffic shall continue to be governed by the treatment accorded such traffic under the terms of the existing Interconnection Agreements between the Parties as in effect prior to this Amendment; provided, however, to the extent such Interconnection Agreements subject V/FX Traffic that is not ISP-Bound Traffic to reciprocal compensation, such traffic shall instead be subject to the Unitary Rate as set forth in this Amendment. Notwithstanding the foregoing terms of this subsection, V/FX Traffic that is VOIP Traffic will be governed by the applicable provisions of Section 5.

4. Intentionally left blank.

5. VOIP Traffic.

- (a) In accordance with and to the extent required by the FCC's Order, In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, FCC 04-97, WC Docket No. 02-361 (released April 21, 2004) ("AT&T VOIP Order"), any VOIP Traffic exchanged between the Parties that is subject to such AT&T VOIP Order ("Phone-to-Phone VOIP Traffic") shall pursuant to such Order be billed to the responsible Party at the applicable interstate switched access rates as set forth in the Parties' relevant tariffs (including, for the avoidance of any doubt, with respect to both usage and applicable facilities). Should the treatment of traffic subject to the AT&T VOIP Order be modified by the FCC, by a court, or by other applicable federal law, such order or law shall be applied prospectively from the effective date of such order or law to the extent such order or law addresses Phone-to-Phone VOIP Traffic, and each Party reserves all rights to argue for or against retroactive application of that order or law.
- Except as provided in subsection (a) above with respect to Phone-to-Phone VOIP (b) Traffic, the Parties do not agree on whether (and, if so, what) compensation is due in connection with the exchange of VOIP Traffic. Accordingly, until such time as the FCC issues an effective order deciding whether reciprocal compensation, access or some other amount (or regime) constitutes the appropriate compensation due in connection with the exchange of VOIP Traffic (the "FCC VOIP Order"), each Party shall, with respect to VOIP Traffic other than Phone-to-Phone VOIP Traffic (which is addressed in subsection (a) above): (i) track and identify to the other Party sufficient information relating to its VOIP Traffic that is terminated to the other Party to enable the terminating Party to rate such traffic, (ii) conspicuously identify any charges it seeks to impose upon the other Party for termination of VOIP Traffic identified by the other Party to the extent such charges are in excess of the Unitary Rate, and (iii) upon receipt of an invoice from the other Party for charges arising from its termination of such VOIP Traffic, pay an amount no less than the amount that would be due if the Unitary Rate were applied to such VOIP Traffic. Without any probative value as to the merits of either Party's position with respect to the appropriate compensation due on VOIP Traffic, the billed Party may dispute (and withhold payment of) any access or intercarrier compensation charges billed by the other Party on such VOIP Traffic in excess of the Unitary Rate. In addition, the billing Party may accept payment of the lower amount without waiving any claims it may have that a higher amount is due, and the Party delivering such traffic shall be deemed to have taken all steps required in order to preserve any right it may have to not pay a higher amount. Upon the effectiveness of the FCC VOIP Order, such FCC VOIP Order shall be applied prospectively from the effective date of the FCC VOIP Order, and each Party reserves all rights to argue for or against retroactive application of that ruling. In the event the FCC rules that access charges do not apply to such traffic, such

traffic shall continue to be subject to the Unitary Rate pursuant to this Amendment.

6. Other Traffic.

Notwithstanding any other provision in the Interconnection Agreements, this Amendment, an applicable tariff or SGAT, or otherwise:

- (a) AT&T shall not knowingly deliver to Verizon Local Traffic or ISP-Bound Traffic that originates with a third Telecommunications Carrier, except (i) in exchanges where such Telecommunications Carrier uses AT&T as the sole means of both terminating Local Traffic and ISP-Bound Traffic to Verizon's network and receiving Local Traffic and ISP-Bound Traffic originating on the Verizon network, (ii) where the Parties exchange Local Traffic and ISP-Bound Traffic with such Telecommunications Carrier for purposes of overflow or redundancy, (iii) if AT&T pays Verizon the same amount that such third Telecommunications Carrier would have paid Verizon for that traffic at the location the traffic is delivered to Verizon by AT&T, not to exceed the applicable Tandem or End Office reciprocal compensation charges for such jurisdiction, or (iv) as may be subsequently agreed to in writing by the Parties.
- (b) Local Traffic or ISP-Bound Traffic that originates with a third Telecommunications Carrier and is handed off by AT&T to Verizon pursuant to Section 6(a) above, as well as Local Traffic or ISP-Bound Traffic that Verizon hands off to AT&T for delivery to a third Telecommunications Carrier, in each case other than such traffic that is not routed through such Telecommunications Carrier's own switch, shall not be included in the calculation of the Aggregated Traffic Ratio in Section 3(a) above.
- (c) Notwithstanding the foregoing provisions of Section 6(a), Verizon, in its sole discretion, may elect to deliver Local Traffic or ISP-Bound Traffic originating on its network directly to any third Telecommunications Carrier that is also exchanging such traffic with Verizon through AT&T's network, provided it has made appropriate arrangements with such third Telecommunications Carrier. In the event Verizon elects to do so, AT&T will be deemed to have satisfied the conditions under Section 6(a)(i) above with respect to such direct-trunked traffic.
- (d) In determining whether traffic of a third Telecommunications Carrier exchanged with Verizon under Sections 6(a)(i) and 6(a)(iii) above is Local Traffic/ISP-Bound Traffic or, alternatively, interexchange/toll traffic, the terms and conditions of the applicable interconnection agreement (if any) in effect between such third Telecommunications Carrier and Verizon shall control. By way of example, if such an interconnection agreement provides that V/FX Traffic is subject to switched exchange access charges, it shall continue to be subject to such charges even if exchanged with Verizon through AT&T. Verizon will disclose any such interconnection agreement provisions to AT&T upon request.
 - (e) AT&T may not charge Verizon any fees for transiting Local Traffic or ISP-Bound

Traffic from Verizon to a third Telecommunications Carrier pursuant to Section 6(a)(i) or (ii) above other than the Unitary Rate. AT&T may not charge Verizon any fees for transiting Local Traffic or ISP-Bound Traffic from Verizon to a third Telecommunications Carriers pursuant to Section 6(a)(iii) above other than the same amount that such third carrier would have charged Verizon for that traffic.

7. <u>Identification and Routing of Calls.</u>

The Parties shall comply with all terms and provisions set forth in the Interconnection Agreements relating to routing and transmission of call record information, as well as with all applicable laws and regulations relating to each Party's routing and identification of its domestic voice traffic, including all FCC rules governing calling party number ("CPN") information and SS7 signaling information. Where call records do not provide an accurate basis for jurisdictionalization of traffic for intercarrier compensation purposes, the Parties shall use other appropriate methods to be agreed upon.

8. <u>Interconnection Architecture</u>.

Notwithstanding any other provision in the Interconnection Agreements, this Amendment, an applicable tariff or SGAT, or otherwise, this Section sets forth the Parties' respective rights and obligations regarding interconnection architecture during the Amendment Term.

(a) Traffic To Which The Interconnection Architecture Applies.

The network interconnection architecture arrangements set forth in this Amendment apply to interconnection facilities used by the Parties to exchange Local Traffic and ISP-Bound Traffic. They also apply to interconnection facilities used by the Parties to exchange translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, IntraLATA Toll traffic, tandem transit traffic, V/FX Traffic that is not ISP-Bound Traffic, and VOIP Traffic, subject, however, to the applicable terms, if any, set forth in the Interconnection Agreements or applicable tariffs (if any) relating to compensation for facilities, as modified by this Amendment. Traffic subject to the Unitary Rate under this Amendment (including VOIP Traffic subject to Section 5(b)) may be routed by either Party in the same manner as required for Local Traffic pursuant to the applicable Interconnection Agreements (as modified pursuant to this Section); provided, however, that use of such arrangements for VOIP Traffic may not be cited by or used against either Party to support either Party's position concerning the applicability of access charges or separate trunking requirements for VOIP Traffic. To the extent (i) the pricing for interconnection facilities may differ depending on the extent to which such facilities are used for Local Traffic or for "toll," "access" or "non-reciprocal compensation" traffic, and (ii) such interconnection facilities are used for the exchange of VOIP traffic (other than traffic subject to the AT&T VOIP Order), until such time (if any) as the FCC determines that access charges apply to such traffic, the Parties shall treat such traffic as Local Traffic, in accordance with the terms of the applicable Interconnection Agreement(s) (as modified pursuant to this Section), for purposes

of determining billing and payment for such facilities, but in doing so the billing Party shall not be deemed to have waived any claims it may have for application of a higher transport rate should the FCC rule that access charges apply to such traffic. In the event the FCC rules that access charges apply to such VOIP traffic, such traffic will be treated as "access traffic" for purposes of determining billing and payment for such facilities.

(b) Terms for Grandfathering of Existing Interconnection Architecture.

- (i) Subject to the terms of this Amendment, the Parties shall "grandfather" their carrier-specific point of interconnection ("POI") architecture existing as of November 1, 2004 in any LATA where any of the AT&T Parties is interconnected, as of November 1, 2004, with Verizon on a direct or indirect (i.e., through another local exchange carrier) basis. As such, in those LATAs in which the Parties are interconnected as of November 1, 2004, Verizon shall deliver traffic to AT&T switch(es) in such LATAs where Verizon has an obligation to do so pursuant to the terms of the applicable Interconnection Agreements; and AT&T shall deliver traffic to Verizon Tandems and End Offices in such LATAs where AT&T has an obligation to do so pursuant to the terms of the applicable Interconnection Agreements.
- (ii) AT&T shall establish direct end office trunks between any AT&T End Office and any Verizon End Office when traffic between such End Offices reaches 1215 busy hour centium call seconds ("BHCCS") in any two (2) consecutive months (or in any three (3) of six (6) consecutive months). Notwithstanding any other provision of the Interconnection Agreements, this Amendment, an applicable tariff or SGAT, or otherwise, AT&T shall be financially responsible for any transport facilities associated with such direct end office trunking to the Verizon End Office for traffic originating on AT&T's network.
- (iii) For the avoidance of any doubt, the term "transport" as used in this Amendment includes transport facilities, as well as any multiplexing and entrance facilities, to the extent applicable.
- (iv) In addition to any other interconnection methods set forth in the applicable Interconnection Agreements, both Parties may meet the foregoing interconnection obligations through purchasing transport from the other Party or a third party, or through self-provisioning. AT&T may self-provision via collocation at the applicable Verizon Wire Center (or via collocation at another Verizon Wire Center in the applicable LATA and the purchase of transport from such Verizon Wire Center (at which AT&T collocates) to the applicable Wire Center), subject to the collocation terms of the applicable Interconnection Agreement or Verizon tariff; and Verizon may do so via an arrangement in which Verizon places its equipment in an AT&T Wire Center, and AT&T provides space and power. For such self-provisioning arrangements that Verizon establishes on or after November 1, 2004 at an AT&T premise, AT&T shall provide the arrangements at rates no less favorable (taken as a whole) than Verizon collocation rates, and under terms and conditions subject to negotiation and mutual agreement by the Parties. (For avoidance of doubt, AT&T's collocation rates need not be structured identically to Verizon's

rates. For example, AT&T may assess fees for space and power on DS-1 or DS-3 increments rather than by square footage.) For such self-provisioning arrangements that Verizon established prior to November 1, 2004 at an AT&T premise, if the applicable Interconnection Agreement provides AT&T with the right to charge for such arrangements, and if AT&T was charging Verizon, as of November 1, 2004, for such arrangements, Verizon will continue to have an obligation to pay those charges. Notwithstanding any other provision of the Interconnection Agreements, this Amendment, an applicable tariff or SGAT, or otherwise, Verizon shall not have an obligation to pay any charges associated with the use of AT&T space and power for any such pre-existing arrangements for which AT&T was not charging Verizon as of November 1, 2004.

- (v) Where an AT&T switch is outside the originating Verizon Tandem serving area, and where Verizon is purchasing transport from AT&T, then AT&T shall charge Verizon transport mileage charges that are calculated using the lesser of the actual airline mileage for the transport Verizon purchases from AT&T or 10 miles. Where an AT&T switch is within the originating Verizon Tandem service area, and where Verizon is purchasing transport from AT&T, AT&T may charge Verizon transport mileage charges calculated using the actual airline mileage for the transport Verizon purchases from AT&T. Subject to the foregoing, in those jurisdictions where Verizon is providing interconnection transport to AT&T, AT&T shall charge Verizon a transport rate that is no higher than the lower of (A) the transport rate that Verizon charges AT&T in such jurisdictions, subject to application of the available Verizon volume and term pricing requirements as provided below in subsection (vii) (and, for the avoidance of any doubt, Verizon's own volumes of transport obtained from AT&T shall be applied in determining whether Verizon qualifies for any volume and term pricing requirements), and (B) the rate that would be available to Verizon pursuant to the applicable AT&T tariff that corresponds to the tariff providing the basis (i.e., intrastate or interstate special access) for Verizon's rates without regard to this Amendment, subject to application of the available volume and term pricing requirements available under the AT&T tariff as provided below in subsection (vii) based on Verizon's volumes of transport obtained from AT&T. Under each of subsections (A) and (B) above, where Verizon uses Percent Interstate Usage ("PIU") and Percent Local Usage ("PLU") factors for purposes of Verizon's billing of transport to AT&T pursuant to the Interconnection Agreement, AT&T shall apply to such billing of Verizon the same PIU and PLU factors, where applicable, that AT&T provides to Verizon, which factors may be calculated by AT&T on a total volume-weighted statewide or LATA-wide basis as agreed upon by the Parties.
- (vi) In those jurisdictions where Verizon is not providing interconnection transport to AT&T, the transport amount that AT&T shall charge to Verizon for purposes of this Section shall be an amount no higher than the Verizon interstate access rates for the applicable jurisdiction, subject to the volume and terms pricing requirements as provided below. At such time that Verizon provides interconnection transport to AT&T in such a jurisdiction, then the terms of the immediately preceding subsection shall apply.
- (vii) In all cases described above, each Party shall make available to the other Party any applicable volume and term pricing (subject to the other Party meeting the

requirements of the volume and term plan).

(viii) Notwithstanding any other provision of the Interconnection Agreements, this Amendment, an applicable tariff or SGAT, or otherwise, AT&T shall reflect the charges for interconnection transport set forth in this Amendment beginning immediately in its invoices to Verizon.

(c) FCC Interconnection Architecture Rules.

If, prior to the expiration of the Amendment Term, the FCC issues an order, modifying the network interconnection rules, in its Unified Intercarrier Compensation Regime proceeding (CC Docket 01-92), upon a Party's written request, the Parties shall, on a market by market basis, discuss in good faith how, if at all, they wish to conform the existing network interconnection architecture to the newly adopted FCC rules. For the avoidance of any doubt, implementation of such new rules taking effect prior to the expiration of the Amendment Term would be subject to the mutual, written agreement of the Parties, and implementation of such new rules to take effect after December 31, 2006 would be subject to the provisions of any Interconnection Agreement related to modifying an Interconnection Agreement for a change of law.

(d) New Interconnection Architecture Provisions.

- (i) The terms set forth above in this Section shall apply to any of the AT&T Parties in any LATA where any of the AT&T Parties is interconnected, as of November 1, 2004, with Verizon on a direct or indirect (i.e., through another local exchange carrier) basis. If none of the AT&T Parties is interconnected either directly or indirectly with Verizon in a LATA, the implementation of any interconnection by either Party shall be pursuant to the mutual POI terms and conditions set forth below. Appendix A sets forth those LATAs where AT&T and Verizon are not interconnected as of November 1, 2004 and for which the mutual POI terms set forth below shall apply, if interconnection is implemented between the Parties in those LATAs.
- (ii) AT&T shall establish at least one (1) mutual POI (i.e., a technically feasible point on Verizon's network at which each Party delivers its originating traffic to the other Party) in each of the Verizon Tandem serving areas in each LATA in which either of the Parties wishes to exchange (but is not exchanging as of November 1, 2004) traffic.
- (iii) Except for LATAs 132 (in New York) and 224 (in New Jersey), the default mutual POI location(s) shall be (A) at each local Tandem location where Verizon houses separate local and access Tandems in the same Wire Center; and (B) at each Verizon local Tandem location, including those combination Tandems that provide both local and access functionality, provided that the number of mutual POIs established at local-only Tandem locations (i.e., there is no combination access functionality or separate access Tandem in the same Wire Center) does not exceed the number of Verizon access Tandems in the LATA. If the

number of Verizon local-only Tandems in a LATA exceeds the number of Verizon access Tandems in a LATA, then Verizon may designate which local Tandem locations will be mutual POI locations; provided, however, AT&T shall provide separate trunk groups to those local Tandems at which a mutual POI has not been established by AT&T or direct End Office trunks for its originating traffic that is destined for a Verizon End Office that subtends a Verizon local Tandem at which a mutual POI has not been established by AT&T. For LATAs 132 and 224 (to the extent they are not grandfathered pursuant to Section 8(b) above), the default mutual POI location(s) shall be each Verizon local Tandem location irrespective of the number or location of Verizon access Tandems.

- (iv) In any LATA in which there are fewer than two (2) Verizon local Tandems, in addition to the mutual POI at the Verizon Tandem Wire Center(s) as described above, AT&T shall establish additional mutual POIs at a Verizon End Office Wire Center when total traffic exchanged between any AT&T End Office and such Verizon End Office reaches 1215 BHCCS in any two (2) consecutive months (or in any three (3) of six (6) consecutive months), unless otherwise mutually agreed to in writing by the Parties. AT&T shall establish direct End Office trunks to such Verizon End Office when total traffic exchanged between any AT&T End Office and that End Office reaches 1215 BHCCS in any two (2) consecutive months (or in any three (3) of six (6) consecutive months). AT&T may meet the direct end office trunking obligation through purchasing transport from Verizon or a third party, or through self-provisioning via collocation.
- (v) Where the Verizon End Office subtends a third party carrier Tandem, then subject to the following condition, each Party shall have the right to interconnect via transiting the third party Tandem for traffic originated by such Party. If the total volume of traffic exchanged between a certain AT&T switch and a certain Verizon End Office reaches 1215 BHCCS in any two (2) consecutive months (or in any three (3) of six (6) consecutive months), AT&T shall establish direct End Office trunks between such locations. At its discretion, AT&T also may establish direct End Office trunks between such locations at a lower traffic volume threshold. The mutual POI will be the existing meet point between Verizon and the Tandem transit provider.
- (vi) Where a Verizon switch and an AT&T facility have a common location as set forth in Appendix B to this Amendment, the Parties may effect interconnection for their originating traffic where an applicable Interconnection Agreement specifies use of one way trunks, and for both Parties' respective traffic where an applicable Interconnection Agreement specifies use of two way trunks, via direct intrabuilding cable connection pursuant to rates, terms, and conditions comparable to those set forth in the Parties' New York Interconnection Agreement as in effect on November 1, 2004.

9. Early Termination of Interconnection Agreement.

Notwithstanding any other provision of the Interconnection Agreements, this Amendment, any

applicable tariff or SGAT, or otherwise, the terms contained herein shall govern the relationship of the Parties with respect to the subject matter set forth herein, through December 31, 2006, and thereafter as well until such time as such terms are superseded by a subsequent Interconnection Agreement effective after December 31, 2006 or are modified pursuant to Section 10 of this Amendment, notwithstanding the fact that an Interconnection Agreement may expire or be terminated prior to that date. In case of the expiration or termination of an Interconnection Agreement prior to December 31, 2006, the terms contained herein shall continue to remain in effect through December 31, 2006 and thereafter until such time as such terms are superseded by a subsequent Interconnection Agreement effective after December 31, 2006, or are modified pursuant to Section 10 of this Amendment.

10. Modification of Terms.

Notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, or otherwise, upon thirty (30) days advance written notice, either Party may initiate a request, to take effect at any time after December 31, 2006, for an amendment to the Interconnection Agreement(s) to reflect a change of law, or may request inclusion of new or different terms as part of the negotiation or arbitration of a new interconnection agreement, or may request an amendment to an existing agreement providing new or different terms governing intercarrier compensation and network interconnection architecture, provided that neither Party shall be obligated to agree to any such request, and in the event the Parties are unable to agree upon different terms or an amendment to an existing Interconnection Agreement, either Party may seek to have the issue arbitrated pursuant to applicable procedures governing the Interconnection Agreement. Any such request for an amendment shall be deemed to be a request to negotiate, under Sections 251 and 252 of the Act, the rates, terms and conditions of Sections 4 and 5 of the Interconnection Agreement (as amended hereby) as well as any definitions related thereto.

Appendix A

LATAs Where Verizon and AT&T Are Not Interconnected As of August 1, 2006

Mattoon, IL - LATA 976

Macomb, IL - LATA 977

Louisville, IN - LATA 462

Richmond, IN - LATA 937

Reno, NV - LATA 720

Lima-Mansfield, OH - LATA 923

Blue Field, VA - 932

Appendix B

3D Condo and Shared Network Facility Arrangements ("SNFA") Established Between the Parties as of August 1, 2006

VERIZON 3D CONDO SITES - 28 locations

Mid-Atlantic

- 1. 30 E Street, S.W., Washington, D.C.
- 2. 8670 Georgia Avenue, Silver Spring, MD
- 3. 323 N. Charles Street, Baltimore, MD
- 4. 65/75 W. Passaic Street, Rochelle Park, NJ
- 5. 175 W. Main Street, Freehold, NJ
- 6. 88 Horsehill Road, Cedar Knolls, NJ
- 7. 1300 Whitehorse Pike, Hamilton SQ, NJ
- 8. 95 William Street, Newark, NJ
- 9. 12 N. 7th Street, Camden, NJ
- 10. 2510 Turner Road, Richmond, VA
- 11. 900 Walter Reed Drive, Arlington, VA
- 12. 120-136 W. Bute Street, Norfolk, VA
- 13. 816 Lee Street, Charleston WV
- 14. 703 E. Grace Street, Richmond, VA
- 15. 225 Franklin Street, Roanoke, VA
- 16. 210 Pine Street, Harrisburg, PA

New England

- 1. 250 Bent Street, Cambridge, MA
- 2. 351 Bridge Street, Springfield, MA
- 3. 425 Canal Street, Lawrence, MA
- 4. 45-55 Forest Street, Portland, ME
- 5. 25 Concord Street, Manchester, NH
- 6. One Greene Street, Providence, RI
- 7. 29 Gates Street, White River Junction, VT

New York

- 1. 33 Thomas Street, New York, NY
- 2. 158 State Street, Albany, NY
- 3. 62-64 Henry Street, Binghamton, NY

- 65 Franklin Street, Buffalo, NY
 201 S. State Street, Syracuse, NY

VERIZON SNFA SITES - 11 locations				
Verizon SNFA Billed to AT&T				
1. Wheeling, WV	1501-1515 Chapline St.			
2. Lynchburg, VA	706 Church St.			
3. Staunton, VA	115 Fillmore St.			
4. Harrisburg, PA	Harrisburg, PA 210 Pine St.			
5. Williamsport, PA	404 West Fourth St.			
6. Garden City, NY	Address Not Available			
Verizon SNFA Paid to AT&T				
7. Fredericksburg, VA	State Road 654			
8. Newark, NJ	95 William St.			
9. Worcester, MA	175 Main St.			
10. Highland, NY	Top of Illinois Mountain			
11. White Plains, NY	360 Hamilton Ave - D-Bldg.			

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AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of August 1, 2006 (the "Effective Date"), (the terms of which originally were effective as of September 1, 2005), amends each of the Interconnection Agreements (each, the "Agreement"; collectively, the "Interconnection Agreements") by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Verizon" or the "Verizon Parties") and each of the AT&T wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively "AT&T" or the "AT&T Parties"; Verizon and AT&T are referred to herein individually as a "Party" and collectively as the "Parties"). Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect as of the Effective Date, (the original listing having been of Interconnection Agreements in effect as of September 1, 2005). For the avoidance of any doubt, this Amendment shall also amend each new Interconnection Agreement or adoption in any Verizon ILEC service area in which the Parties did not have an Interconnection Agreement prior to August 1, 2006, provided that in such instances the "Effective Date" of this Amendment shall be the date on which such Interconnection Agreement or adoption becomes effective. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to Interconnection Agreements under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act").

WHEREAS, the Parties wish to amend the Interconnection Agreements to reflect their agreements on certain unbundled loop rates and resale discount rates, as set forth in <u>Attachment 2</u> hereto.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and agreements set forth below, the receipt and sufficiency of which are expressly acknowledged, each of the Parties, on its own behalf and on behalf of its respective successors and assigns, hereby agrees as follows:

1. <u>Amendments to Interconnection Agreements</u>. The Parties agree that the terms and conditions set forth in <u>Attachment 2</u> hereto shall govern the Parties' mutual rights and obligations with respect to the provisions set forth therein. For the avoidance of any doubt, this Amendment shall also amend each new Interconnection Agreement or adoption in any Verizon ILEC service

area in which the Parties did not have an Interconnection Agreement prior to September 1, 2005, provided that in such instances the "Effective Date" of this Amendment shall be the date on which such Interconnection Agreement or adoption becomes effective. Further, the Parties agree that, if they establish new or replacement interconnection agreements that take effect prior to May 31, 2008 (including, for avoidance of doubt, interconnection agreements established through adoptions of other agreements under Section 252(i) of the Act) beyond those or replacing those set forth in Attachment 1 hereto, they shall implement the terms of this Amendment into such new or replacement interconnection agreements.

- 2. <u>Conflict between this Amendment and the Interconnection Agreements</u>. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreements to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of any of the Interconnection Agreements, this Amendment shall govern; *provided*, *however*, that the fact that a term or provision appears in this Amendment but not in an Interconnection Agreement, or in an Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this <u>Section 2</u>.
- 3. <u>Counterparts</u>. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 4. <u>Captions</u>. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 5. <u>Joint Work Product</u>. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.
- 6. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreements only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.
- 7. <u>Termination</u>. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, either Party shall have the right to terminate the Amendment after sixty (60) days advance written notice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered by their duly authorized representatives under seal.

THE AT&T PARTIES

THE VERIZON PARTIES

Printed: Jeffrey A. Masoner

Policy & Planning

Title: Vice President - Interconnection Services

By:

Printed: Stephen G. Huels

Title: Vice President

Global Access Management

Cl 1 1 1

Date: July 6, 2006

Date: July 6, 2006

Attachment 1 to Amendment to Interconnection Agreements						
Interconnection Agreements Between The Parties as of August 1, 2006						
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER		
ACC INTERCONNE	ECTION AGREEMENTS					
Massachusetts	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 25, 1997 by and between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY and ACC NATIONAL TELECOM CORP. FOR MASSACHUSETTS	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts ACC National Telecom Corp.	Effective 6/25/97	Amendment 3		
	ECTION AGREEMENTS					
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE	Verizon New York Inc. ACC Corp.	Effective 8/01/06	Amendment 2		
	TELECOMMUNICATIONS ACT OF 1996 by and between VERIZON NEW YORK INC. and ACC CORP.					

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Washington, DC	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 8, 1998 by and between BELL ATLANTIC - WASHINGTON, D.C., INC. and ACC NATIONAL TELECOM CORP.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. ACC National Telecom Corp.	Effective 6/8/98	Amendment 3
AT&T INTERCONN	ECTION AGREEMENTS		L	L
California	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE CALIFORNIA INCORPORATED, CONTEL OF CALIFORNIA, INC. and AT&T COMMUNICATIONS OF CALIFORNIA, INC.	Verizon California Inc., f/k/a GTE California Incorporated AT&T Communications of California, Inc.	Effective 1/23/97	Amendment 8

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	ILLINOIS, INC.			
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Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS NAMES OF EFFECTIVE IS: EXACT TITLE OF ICA PARTIES -DATE AMENDMENT NUMBER : AT&T INTERCONNECTION AGREEMENTS Verizon North Inc., Effective Amendment 2 Indiana INTERCONNECTION, 11/24/99 f/k/a GTE North RESALE AND UNBUNDLING Incorporated Contel of the South, Inc., AGREEMENT d/b/a Verizon North between GTE NORTH Systems INCORPORATED AND CONTEL OF THE SOUTH, AT&T Communications of INC., d/b/a GTE SYSTEMS OF INDIANA, Indiana, Inc. INC. and AT&T **COMMUNICATIONS OF** INDIANA, INC. AT&T INTERCONNECTION AGREEMENTS Verizon New Effective Amendment 3 Maine Assigned Agreement: 4/7/99 England Inc., INTERCONNECTION d/b/a Verizon Maine, (ACC assigned its f/k/a New England Maine agreement to AGREEMENT UNDER SECTIONS 251 AND 252 AT&T) Telephone and Telegraph Company, OF THE **TELECOMMUNICATIONS** d/b/a Bell Atlantic -Maine **ACT OF 1996** Dated as of April 7, 1999 ACC National by and between Telecom Corp. **NEW ENGLAND** (AT&T TELEPHONE & Communications of TELEGRAPH COMPANY New England, Inc., d/b/a **BELL ATLANTIC - MAINE** assignee) ACC NATIONAL TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS Amendment 4 Effective Maryland **AGREEMENT** Verizon Maryland Inc., 8/1/97 between f/k/a Bell Atlantic -Bell Atlantic -- Maryland, Maryland, Inc. Inc. and

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 IAMES OF ERRECTIVE OXACIMITELE DE CA AT&T Communications of AT&T Maryland, Inc. Communications of Effective Date: Maryland, Inc. August 1, 1997 AT&T INTERCONNECTION AGREEMENTS INTERCONNECTION Verizon New Massachusetts Effective Amendment 2 **AGREEMENT** England Inc., 4/13/98 d/b/a Verizon Agreement between AT&T Massachusetts, Communications of New f/k/a New England England, Inc. and New Telephone and England Telephone and Telegraph Company, d/b/a Bell Atlantic -Telegraph Company, d/b/a Bell Atlantic - Massachusetts Massachusetts AT&T Communications of New England, Inc. AT&T INTERCONNECTION AGREEMENTS Effective Michigan INTERCONNECTION, Verizon North Inc., Amendment 4 8/3/99 RESALE f/k/a GTE North AND UNBUNDLING Incorporated AGREEMENT Contel of the South, between Inc., d/b/a Verizon North GTE NORTH INCORPORATED AND Systems CONTEL OF THE SOUTH, AT&T INC., d/b/a GTE SYSTEMS OF MICHIGAN Communications of and Michigan, Inc. AT&T COMMUNCIATIONS OF

MICHIGAN, INC.

		NAMES OF	EFRECTIVE	THIS AMENDMENT
STATE	EXACT TITLE OF ICA	PARTIES!	DATE .	IS AMENDMENT
				NUMBER
AT&T INTERCONN	ECTION AGREEMENTS			
New Hampshire	Assigned Agreement:	Verizon New	Effective	Amendment 3
		England, Inc.,	6/10/98	}
(ACC assigned its	INTERCONNECTION	d/b/a Verizon New		ļ
New Hampshire	AGREEMENT UNDER	Hampshire,		
agreement to AT&T)	SECTIONS 251 AND 252	f/k/a New England		
	OF THE	Telephone and		
	TELECOMMUNICATIONS	Telegraph Company,		
	ACT OF 1996	d/b/a Bell Atlantic –	}	}
	Dated as of June 10, 1998	New Hampshire		
	by and between			
	NEW ENGLAND	ACC National		}
	TELEPHONE &	Telecom Corp.	}	
	TELEGRAPH COMPANY	(AT&T		
	d/b/a	Communications of		
	BELL ATLANTIC - NEW	New England, Inc.,		
	HAMPSHIRE	assignee)		
	and			}
	ACC NATIONAL		}	
	TELECOM CORP.			
AT&T INTERCONN	ECTION AGREEMENTS	,		,
New Jersey	AGREEMENT	Verizon New Jersey	Effective	Amendment 4
	between	Inc.,	9/15/97	
(AT&T	Bell Atlantic New Jersey,	f/k/a Bell Atlantic -	1	
Communications of	Inc.	New Jersey, Inc.		
New Jersey, Inc.,	and			
assigned its	AT&T Communications of	AT&T		
agreement to AT&T	New Jersey, Inc.	Communications of		
Communications of	Effective Date: September	New Jersey, Inc.		
New Jersey, L.P.)	15, 1997	(AT&T		
		Communications of		
		New Jersey, L.P.,		
		assignee)		L

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS AT&T INTERCONNECTION AGREEMENTS INTERCONNECTION Verizon New York Effective New York Amendment 2 8/01/06 AGREEMENT UNDER Inc. SECTIONS 251 AND 252 АТ&Т OF THE Communications of **TELECOMMUNICATIONS** ACT OF 1996 New York, Inc. by and between VERIZON NEW YORK INC. and AT&T **COMMUNICATIONS OF** NEW YORK, INC. AT&T INTERCONNECTION AGREEMENTS North Carolina INTERCONNECTION, Verizon South Inc., Effective Amendment 2 **RESALE** f/k/a GTE South 2/9/99 AND UNBUNDLING Incorporated **AGREEMENT** between AT&T AT&T Communications of COMMUNICATIONS OF the Southern States, THE SOUTHERN STATES, Inc. INC. and **GTE SOUTH** INCORPORATED AT&T INTERCONNECTION AGREEMENTS Ohio INTERCONNECTION, Verizon North Inc., Effective Amendment 4 12/30/98 f/k/a GTE North **RESALE** AND UNBUNDLING Incorporated **AGREEMENT** AT&T between Communications of GTE NORTH INCORPORATED Ohio, Inc. and AT&T **COMMUNICATIONS OF** OHIO, INC. AT&T INTERCONNECTION AGREEMENTS INTERCONNECTION, Verizon Northwest Effective Amendment 3 Oregon

	er egi tanı	ALCOHOLD STATE	an egy	THIS AMENDMENT
STATE	EXACT TITLE OF ICA	NAMES OF	ERRECTIVE?	S. S
	Difference and a California control	PARTIES	DATE	AMENDMENT
		107 1421 150	Professional	NUMBER:
	RESALE	Inc.,	1/27/99	
	AND UNBUNDLING	f/k/a GTE Northwest		
	AGREEMENT	Incorporated		
	between	•		
	GTE NORTHWEST	AT&T	ĺ	
	INCORPORATED	Communications of		ĺ
	and	the Pacific		
	AT&T	Northwest, Inc.		
	COMMUNICATIONS OF			
	THE PACIFIC			
	NORTHWEST, INC.		_	
AT&T INTERCONN	ECTION AGREEMENTS	<u></u>		
Pennsylvania	Adopted Agreement:	Verizon Pennsylvania	Adoption	Amendment 2
(former Bell		Inc.,	Effective	
Atlantic)	INTERCONNECTION	f/k/a Bell Atlantic -	4/29/02	
	AGREEMENT UNDER	Pennsylvania, Inc.		
(AT&T adopted the	SECTIONS 251 AND 252			
terms of the TCG	OF THE	TCG - Pittsburgh		
agreement)	TELECOMMUNICATIONS	(AT&T		
	ACT OF 1996	Communications of		
	Dated as of February 3, 1997	Pennsylvania, Inc.,		
	by and between	adoptee)		
	BELL ATLANTIC -			
	PENNSYLVANIA, INC.			
	and			
. mam xxxmm coxxx	TCG - PITTSBURGH		L	
	ECTION AGREEMENTS	Maninan Manula II.	T.C	A m on dec = + 4
Pennsylvania	INTERCONNECTION,	Verizon North Inc.,	Effective	Amendment 4
(former GTE)	RESALE	f/k/a GTE North	10/12/99	"
	AND UNBUNDLING	Incorporated		
	AGREEMENT	AT&T		
	between	Communications of	[
	GTE NORTH, INC.	Pennsylvania, Inc.		
	and AT&T	r cinisyivama, mc.		
	COMMUNICATIONS OF			
	PENNSYLVANIA, INC.			
	I DIVING I DV MINIA, INC.			

EXACT TITLE OF ICA CTION AGREEMENTS Assigned Agreement: INTERCONNECTION AGREEMENT UNDER	NAMES OF & PARTIES - Verizon New	DATE:	THIS AMENDMENT IS AMENDMENT AMENDMENT NUMBER
Assigned Agreement: INTERCONNECTION			A Landard Company of the Company of
Assigned Agreement: INTERCONNECTION			ļ
SECTIONS 251 AND 252 OF THE FELECOMMUNICATIONS ACT OF 1996 Dated as of April 7, 1999 by and between NEW ENGLAND FELEPHONE AND FELEGRAPH COMPANY 1/b/a BELL ATLANTIC -	England, Inc. d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Rhode Island ACC National Telecom Corp. (AT&T Communications of New England, Inc.,	Effective 4/7/99	Amendment 3
AND	assignee)		
NTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT DETWEEN AT&T COMMUNICATIONS OF THE SOUTHERN STATES, NC. and GTE SOUTH NCORPORATED	Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of the Southern States, Inc.	Effective 7/14/00	Amendment 2
		 	
NTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT Detween GTE SOUTHWEST	GTE Southwest Incorporated, d/b/a Verizon Southwest AT&T	Effective 6/6/97	Amendment 3
17687447767844457616474344	ELEPHONE AND ELEGRAPH COMPANY /b/a ELL ATLANTIC - HODE ISLAND and ACC NATIONAL ELECOM CORP. CTION AGREEMENTS NTERCONNECTION, ESALE ND UNBUNDLING AGREEMENT etween ATE OMMUNICATIONS OF HE SOUTHERN STATES, NC. and TE SOUTH NCORPORATED CTION AGREEMENTS NTERCONNECTION, ESALE ND UNBUNDLING GREEMENT etween CTON AGREEMENTS NTERCONNECTION, ESALE ND UNBUNDLING GREEMENT etween	Telecom Corp. (AT&T Communications of New England, Inc., assignee) CC NATIONAL ELECOM CORP. CTION AGREEMENTS NTERCONNECTION, ESALE ND UNBUNDLING GREEMENT etween TE SOUTH NCORPORATED CTION AGREEMENTS NTERCONNECTION, BESALE ND UNBUNDLING GREEMENT ETWEEN TOMMUNICATIONS OF HE SOUTHERN STATES, NC. ad TE SOUTH NCORPORATED CTION AGREEMENTS NTERCONNECTION, ESALE ND UNBUNDLING GREEMENT STERCONNECTION, ESALE ND UNBUNDLING GREEMENT ETWEEN SOUTHWEST SOUTH NCORPORATED CTION AGREEMENTS NTERCONNECTION, ESALE ND UNBUNDLING GREEMENT ETWEEN SOUTHWEST	Telecom Corp. (AT&T /b/a Communications of New England, Inc., assignee) Telecom Corp. (AT&T Communications of New England, Inc., assignee) Telecom Corp. (AT&T Communications of New England, Inc., assignee) Telecom Corp. (AT&T Communications of New England, Inc., assignee) Telecom Corp. (AT&T Communications of Telecom Corp. (AT&T New England, Inc., assignee) Telecom Corp. (AT&T Communications of Telecom Corp. Telecom Comp. Telecom Corp. Tele

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE:	THIS AMENDMENA IS
	Later Street Control	Part Services		AMENDMENT
	CONTEL OF TEXAS, INC.	Texas, L.P.,		NUMBER : 3
	and	f/k/a AT&T	}]
	AT&T	Communications of		
	COMMUNICATIONS OF	the Southwest, Inc.		
	THE SOUTHWEST, INC.	, ·		
AT&T INTERCON	NECTION AGREEMENTS			
Vermont	Assigned Agreement:	Verizon New	Effective	Amendment 3
		England Inc.,	6/10/98	
(ACC assigned its	INTERCONNECTION	d/b/a Verizon		}
Vermont agreement	AGREEMENT UNDER	Vermont,	ı	
to AT&T)	SECTIONS 251 AND 252	f/k/a New England	}	}
	OF THE	Telephone and	}	Į
	TELECOMMUNICATIONS	Telegraph Company, d/b/a Bell Atlantic –		
	ACT OF 1996	Vermont		
	Dated as of June 10, 1998 by and between	vermont		
	BELL ATLANTIC -	ACC National		
	VERMONT	Telecom Corp.	1	
	and	(AT&T	ĺ	
	ACC NATIONAL	Communications of	1	
	TELECOM CORP.	New England, Inc.,		
		assignee)		
AT&T INTERCON	NECTION AGREEMENTS			
Virginia	INTERCONNECTION	Verizon Virginia Inc.	Effective	Amendment 3
(former Bell	AGREEMENT UNDER	f/k/a Bell Atlantic -	10/8/02	
Atlantic)	SECTIONS 251 AND 252	Virginia, Inc.		
	OF THE			
	TELECOMMUNICATIONS	AT&T	1	
	ACT OF 1996	Communications of		
	Dated as of October 8, 2002	Virginia, Inc.	1	
	by and between		}	}
	VERIZON VIRGINIA INC.	}	}	
	and AT&T	1	{	
	COMMUNICATIONS OF		ļ	
	VIRGINIA, INC.			
AT&T INTERCON!	NECTION AGREEMENTS	<u> </u>		
Virginia	INTERCONNECTION,	Verizon South Inc.,	Effective	Amendment 2
(former GTE)	RESALE	f/k/a GTE South	5/28/99	
	AND UNBUNDLING	Incorporated		
_	AGREEMENT	<u> </u>		

		THE STATE OF THE S	Less Every	THIS
		NAMES OF A SA	PHECLEVE	AMENDMEN
TATE	EXACT TITLE OF ICA.".	PARTIES	DATE	IS.
				AMENDMEN
	between	AT&T		
	GTE SOUTH	Communications of	{	}
	INCORPORATED	Virginia, Inc.	,	}
	and	, 11 gillia, 1110.	1	{
	AT&T			
	COMMUNICATIONS OF			
	VIRGINIA, INC.			
AT&T INTERCO	NNECTION AGREEMENTS	<u> </u>		
Washington	INTERCONNECTION,	Verizon Northwest	Effective	Amendment 3
8	RESALE	Inc.,	9/25/97	i Milendinent 5
	AND UNBUNDLING	f/k/a GTE Northwest	3,23,31	}
	AGREEMENT	Incorporated	{	}
	between	.mco.poratea	}	}
	GTE NORTHWEST	AT&T		
	INCORPORATED	Communications of		
	and	the Pacific		
	AT&T	Northwest, Inc.		
	COMMUNICATIONS OF	Northwest, Inc.		
	THE PACIFIC			
	NORTHWEST, INC.			
AT&T INTERCO	NNECTION AGREEMENTS			<u> </u>
Washington, DC	AGREEMENT	Verizon Washington,	Effective	Amendment 4
,	between	DC Inc.,	8/25/97) including t
	Bell Atlantic Washington,	f/k/a Bell Atlantic –	0/25/57	{
	DC, Inc.	Washington, D.C.,		
	and	Inc.		
	AT&T Communications of	110.	{	
	Washington, DC, Inc.	AT&T		
	Effective Date: August 25,	Communications of		
	1997	Washington, DC, Inc.		
	1 ****	" asimigion, De, Inc.	L	

and the second second				THIS
STÂTE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	AMENDMENT IS
				AMENOMENT NUMBER
AT&T INTERCON	NECTION AGREEMENTS			
West Virginia	Adopted Agreement:	Verizon West	Adoption	Amendment 3
		Virginia Inc.,	Effective	
(AT&T adopted the	MClmetro/Bell Atlantic	f/k/a Bell Atlantic –	2/10/99	
terms of the	INTERCONNECTION	West Virginia, Inc.	1	
MCImetro	AGREEMENT 1997		}	
agreement)		MCImetro Access		
	MCImetro/Bell Atlantic	Transmission)	
	Interconnection Agreement	Services, Inc. (AT&T		
	between MCImetro Access	Communications of		!
	Transmission Services, Inc.	West Virginia, Inc.,		
	("MCIm") and Bell Atlantic-	adoptee)		
ATAT DITED CON	West Virginia, Inc.		L	
	NECTION AGREEMENTS	V Nr I	T. 65. 47	44.2
Wisconsin	INTERCONNECTION,	Verizon North Inc.,	Effective	Amendment 2
	RESALE	f/k/a GTE North	2/5/99	
	AND UNBUNDLING AGREEMENT	Incorporated		
	between	AT&T		
	AT&T	Communications of		
	COMMUNICATIONS OF	Wisconsin, Inc.		
	WISCONSIN, INC.	wisconsin, inc.		
	and			
	GTE NORTH			
	INCORPORATED			
TCC INTERCONNI	ECTION AGREEMENTS		L	
California	Adopted Agreement:	Verizon California	Adoption	Amendment 6
Camorna	Adopted Agreement.	Inc.,	Effective	1 Emendiness o
(TCG Los Angeles	INTERCONNECTION,	f/k/a GTE California	6/10/98	
adopted the terms of	RESALE AND	Incorporated	0.70.20	
the MCImetro	UNBUNDLING	and or portation		
agreement)	AGREEMENT	MCImetro Access	ļ	
	BETWEEN	Transmission		
	GTE CALIFORNIA	Services, Inc.		
	INCORPORATED	(Teleport	(
	AND	Communications		
	MCImetro ACCESS	Group, Inc. Los		
	TRANSMISSION	Angeles, adoptee)		
	SERVICES, INC.	<u></u>		
TCG INTERCONNI	ECTION AGREEMENTS	· · · · · · · · · · · · · · · · · · ·		
California	Adopted Agreement:	Verizon California	Adoption	Amendment 6

SPATE,	EXACETUTE OFICA	NAMES OF PARTIES	EFFECTIVE BATE BATE	THIS AMENDMENT IS AVENDMENT	
		Inc.,	Effective	NUNBER 2 PE	
(TCG San Diego	INTERCONNECTION,	f/k/a GTE California	6/10/98		
adopted the terms of	RESALE AND	Incorporated	0/10/20		
the MCImetro	UNBUNDLING	meorporated	}		
agreement)	AGREEMENT	MCImetro Access			
agroomont)	BETWEEN	Transmission			
	GTE CALIFORNIA	Services, Inc.	}	}	
	INCORPORATED	(Teleport			
	AND	Communications			
	MCImetro ACCESS	Group Inc., San			
	TRANSMISSION	Diego, adoptee)			
' 	SERVICES, INC.			<u> </u>	
			·		
	ECTION AGREEMENTS				
California	Adopted Agreement:	Verizon California	Adoption	Amendment 6	
		Inc.,	Effective		
(TCG San Francisco	INTERCONNECTION,	f/k/a GTE California	6/10/98		
adopted the terms of	RESALE AND	Incorporated			
the MCImetro	UNBUNDLING	NOT .		ļ	
agreement)	AGREEMENT	MCImetro Access			
	BETWEEN	Transmission			
	GTE CALIFORNIA	Services, Inc.			
	INCORPORATED AND	(Teleport Communications			
	MCImetro ACCESS	Group, Inc. San	}		
	TRANSMISSION	Francisco, adoptee)	ł		
	SERVICES, INC.	Trancisco, adoptec)			
TCG INTERCONNE	ECTION AGREEMENTS	L	 		
Delaware	INTERCONNECTION	Verizon Delaware	Effective	Amendment 8	
	AGREEMENT UNDER	Inc.,	9/13/96		
	SECTIONS 251 AND 252	f/k/a Bell Atlantic -	(
	OF THE	Delaware, Inc.	{		
	TELECOMMUNICATIONS		}		
	ACT OF 1996	TCG Delaware	}		
	Dated as of September 13,	Valley, Inc.,	}		
	1996	f/k/a Eastern)		
	by and between	TeleLogic	}		
	BELL ATLANTIC-	Corporation	1		
	DELAWARE, INC.	1	}		
	and]	Į		
	EASTERN TELELOGIC			L	

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS ? NAMES OF EXACT TITLE OF ICA **AMENDMEN** NUMBER CORPORATION TCG INTERCONNECTION AGREEMENTS Florida Adoption Adopted Agreement: Verizon Florida Inc., Amendment 4 Effective f/k/a GTE Florida (TCG adopted the INTERCONNECTION, Incorporated 3/6/98 terms of the AT&T RESALE agreement) AND UNBUNDLING AT&T **AGREEMENT** Communications of between the Southern States, AT&T Inc. (TCG South **COMMUNICATIONS OF** Florida, adoptee) THE SOUTHERN STATES, INC. and GTE FLORIDA INC. TCG INTERCONNECTION AGREEMENTS Illinois Adopted Agreement: Verizon North Inc., Adoption Amendment 2 f/k/a GTE North Effective (TCG adopted the INTERCONNECTION, Incorporated, 6/2/04 Verizon South Inc., terms of the AT&T RESALE agreement) AND UNBUNDLING f/k/a GTE South Incorporated **AGREEMENT** among GTE NORTH AT&T INCORPORATED, GTE Communications of SOUTH INCORPORATED. Illinois, Inc. (TCG d/b/a Chicago and TCG GTE SYSTEMS OF Illinois, adoptee) **ILLINOIS** and AT&T COMMUNICATIONS OF ILLINOIS, INC. TCG INTERCONNECTION AGREEMENTS Adoption Indiana Adopted Agreement: Verizon North Inc., Amendment 2 f/k/a GTE North Effective (TCG adopted the INTERCONNECTION, Incorporated 5/21/03 terms of the AT&T **RESALE** Contel of the South, agreement) AND UNBUNDLING Inc., **AGREEMENT** d/b/a Verizon North

STATE	EXACT TIFLE OF ICA	NAMES OF PARTIES	DEFECTIVE. DATE 2 / 2	THIS AMENDMENT IS 1 AMENDMENT AMENDMENT STUMBER
	between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF INDIANA, INC. and AT&T COMMUNICATIONS OF	Systems AT&T Communications of Indiana, Inc. (TCG Indianapolis, adoptee)		
TCG INTERCONNE	INDIANA, INC.			
Maryland	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - MARYLAND, INC. and TCG - MARYLAND	Verizon Maryland Inc., f/k/a Bell Atlantic – Maryland, Inc. TCG – Maryland	Effective 2/3/97	Amendment 5

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS AMENDME NAMES OF EXACT TITLE OF ICA NUMBER TCG INTERCONNECTION AGREEMENTS Massachusetts INTERCONNECTION Verizon New Effective Amendment 4 10/29/97 AGREEMENT UNDER England Inc., SECTIONS 251 AND 252 d/b/a Verizon OF THE Massachusetts, **TELECOMMUNICATIONS** f/k/a New England **ACT OF 1996** Telephone and Dated as of October 29, 1997 Telegraph Company, by and between d/b/a Bell Atlantic -BELL ATLANTIC-Massachusetts **MASSACHUSETTS** and Teleport Communications-**TELEPORT COMMUNICATIONS** Boston, Inc., **BOSTON** f/k/a Teleport Communications **Boston** TCG INTERCONNECTION AGREEMENTS Verizon North Inc., Adoption Amendment 4 Michigan Adopted Agreement: f/k/a GTE North Effective (TCG adopted the INTERCONNECTION. Incorporated 11/24/99 terms of the AT&T RESALE agreement) AND UNBUNDLING AT&T **AGREEMENT** Communications of Michigan, Inc. between GTE NORTH (Teleport Communications INCORPORATED AND CONTEL OF THE SOUTH, Group Inc./TCG INC., d/b/a GTE Detroit, adoptee) SYSTEMS OF MICHIGAN and AT&T **COMMUNCIATIONS OF** MICHIGAN, INC. TCG INTERCONNECTION AGREEMENTS Adoption Amendment 3 New Hampshire Adoption of Assigned Verizon New Agreement: Effective England Inc., d/b/a Verizon New 6/18/02 (TCG adopted the terms of the AT&T INTERCONNECTION Hampshire, f/k/a New England agreement, originally AGREEMENT UNDER assigned to AT&T SECTIONS 251 AND 252 Telephone and

STATE	EXACT TITLE OF ICA	NAMES OF	BEKKCIBAR	THIS AMENDMENT
		PARTIES	DATE	AMEXIOMENT NUMBER
by ACC)	OF THE	Telegraph Company,]	
	TELECOMMUNICATIONS	d/b/a Bell Atlantic -		
	ACT OF 1996	New Hampshire		
	Dated as of June 10, 1998	ACC National		
	by and between NEW ENGLAND	Telecom Corp.		
	TELEPHONE &	(AT&T		
	TELEGRAPH COMPANY	Communications of		
	d/b/a	New England, Inc.,		
	BELL ATLANTIC - NEW	assignee, TCG New		
	HAMPSHIRE	Hampshire, Inc.,		
	and	adoptee)		
	ACC NATIONAL	* /		
	TELECOM CORP.			
TCG INTERCONNE	CTION AGREEMENTS			
New Jersey	INTERCONNECTION	Verizon New Jersey	Effective	Amendment 5
	AGREEMENT UNDER	Inc.,	9/13/96	
Eastern TeleLogic	SECTIONS 251 AND 252	f/k/a Bell Atlantic -		1
	OF THE	New Jersey, Inc.		
	TELECOMMUNICATIONS			
	ACT OF 1996	TCG Delaware		
	Dated as of September 13,	Valley, Inc.,		
	1996	f/k/a Eastern		
	by and between	TeleLogic		
	BELL ATLANTIC-NEW	Corporation		
	JERSEY, INC.			
	and EASTERN TELELOGIC			
	CORPORATION			
	CONTONATION	L	L	<u></u>
New Jersey	INTERCONNECTION	Verizon New Jersey	Effective	Amendment 5
, 1.0 11 301003	AGREEMENT UNDER	Inc.,	2/3/97	
TC Systems, Inc.	SECTIONS 251 AND 252	f/k/a Bell Atlantic -		1
	OF THE	New Jersey, Inc.		
	TELECOMMUNICATIONS			
	ACT OF 1996	Teleport		
	Dated as of February 3, 1997	Communications		
	by and between	New York,		
	BELL ATLANTIC - NEW	f/k/a TC Systems,		
	JERSEY, INC.	Inc.		
	and	<u></u>	<u> </u>	<u> </u>

STATE TE	EXACT TITLE OF ICA	NAMES OF	EFFECTIVE	THIS AMENDMENT IS
		PARTIES	DATE	AMENDMENT
	直接接到,第25章的 。2.36		10 m 25	NUMBER
	TC SYSTEMS, INC.			
	ECTION AGREEMENTS			
New York	INTERCONNECTION	Verizon New York	Effective	Amendment 2
	AGREEMENT UNDER	Inc.,	8/01/2006	
	SECTIONS 251 AND 252	f/k/a New York		
	OF THE	Telephone Company		
	TELECOMMUNICATIONS			
	ACT OF 1996	Teleport		
	by and between	Communications		
	VERIZON NEW YORK	Group Inc.		
	INC.			
	and			
	TELEPORT			
	COMMUNICATIONS			
	GROUP INC.			
	ECTION AGREEMENTS			
North Carolina	Adopted Agreement:	Verizon South Inc.,	Adoption	Amendment 2
		f/k/a GTE South	Effective	
(TCG adopted the	INTERCONNECTION,	Incorporated	12/8/00	
terms of the AT&T	RESALE			
agreement)	AND UNBUNDLING	AT&T		
	AGREEMENT	Communications of		
	between	the Southern States,		
	AT&T	Inc. (TCG of the		
	COMMUNICATIONS OF	Carolinas, Inc.,		
	THE SOUTHERN STATES,	adoptee)		
	INC.			
	and			
	GTE SOUTH			
	INCORPORATED			

	Contract of the second	THE WAY	tion of the	TAMENDINENE
STATE	SEXACISTITE FOR ICA	NAMESOR	DERECTOR	15 4 4 4 4 4
CARCE AND EN	的现在分词	PARTES I	ALAGRADIAN TO	AMENDMENT
				. NEMBER !
TCG INTERCONN	ECTION AGREEMENTS			
Ohio	Adopted Agreement:	Verizon North Inc.,	Adoption	Amendment 2
		f/k/a GTE North	Effective	ļ
(TCG adopted the	INTERCONNECTION,	Incorporated	6/2/04	
terms of the AT&T	RESALE			
agreement)	AND UNBUNDLING	AT&T		
	AGREEMENT	Communications of		
	between	Ohio, Inc. (TCG		
	GTE NORTH	Ohio, Inc., adoptee)		
	INCORPORATED			
	and			
	AT&T			
	COMMUNICATIONS OF			
TOO DITTO CONT	OHIO, INC.			
	ECTION AGREEMENTS	TT 1 NT 1		
Oregon	Adopted Agreement:	Verizon Northwest	Adoption	Amendment 3
/TOO 1 . 1.1	DITTED CONDIECTION	Inc.,	Effective	
(TCG adopted the	INTERCONNECTION,	f/k/a GTE Northwest	4/23/99	
terms of the AT&T	RESALE	Incorporated		
agreement)	AND UNBUNDLING	4 T 0 T		
	AGREEMENT	AT&T		
	between	Communications of		
	GTE NORTHWEST	the Pacific		
	INCORPORATED	Northwest, Inc. (TCG		
	and	Oregon, adoptee)		
	AT&T			
	COMMUNICATIONS OF THE PACIFIC			
	NORTHWEST, INC.			
	NORTHWEST, INC.		<u> </u>	

STATE	EXACT TITLE OF ICA.	NAMES OF PARTIES	EFFECTIVE DATE	THIS A AMENDMENT IS AMENDMENT AMENDMENT NUMBER
TCG INTERCONN	ECTION AGREEMENTS			
Pennsylvania (former Bell Atlantic) TCG Pittsburgh	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. TCG Pittsburgh	Effective 2/3/97	Amendment 3
Pennsylvania (former Bell Atlantic) Eastern TeleLogic	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC- PENNSYLVANIA, INC. and EASTERN TELELOGIC CORPORATION	Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation	Effective 9/13/96	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

Interconnection Agreements Between The Parties as of August 1, 2000				
SIAD	EXACT TYPLE OF ICA	NAMES OF THE PARTIES	EKFÜÇTIVK DATE	THIS AMENDMENT IS AMENDMENT AMENDMENT SUMBER
TCG INTERCONN	ECTION AGREEMENTS		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Pennsylvania (former GTE) (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH, INC. and AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Pennsylvania, Inc. (Teleport Communications Group Inc./TCG Pittsburgh and TCG Delaware Valley, Inc., adoptees)	Adoption Effective 1/26/00	Amendment 4
TCG INTERCONNI	ECTION AGREEMENTS			<u> </u>
Rhode Island	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 21, 1999 by and between BELL ATLANTIC-RHODE ISLAND and TCG RHODE ISLAND	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Rhode Island TCG Rhode Island	Effective 4/21/99	Amendment 4
	ECTION AGREEMENTS			
South Carolina (TCS adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and	Verizon South Inc., f/k/a GTE South Incorporated TC Systems, Inc.	Effective 10/07/2005	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 AMENDMENT NAMES OF EFFECTIVE EXACT TITLE OF ICA PARTIES * NUMBER **GTE SOUTH INCORPORATED** TCG INTERCONNECTION AGREEMENTS Texas Adopted Agreement: GTE Southwest Adoption Amendment 3 Incorporated, Effective (TCG adopted the INTERCONNECTION, d/b/a Verizon 2/20/98 terms of the AT&T Southwest **RESALE** AND UNBUNDLING agreement) AT&T AGREEMENT Communications of between **GTE SOUTHWEST** the Southwest, Inc. INCORPORATED AND (TCG Dallas and CONTEL OF TEXAS, INC. Teleport Communications and AT&T Houston, Inc., COMMUNICATIONS OF adoptee) THE SOUTHWEST, INC. TCG INTERCONNECTION AGREEMENTS Verizon Virginia Inc. Effective Amendment 3 Virginia INTERCONNECTION 10/8/02 (former Bell AGREEMENT UNDER f/k/a Bell Atlantic -Virginia, Inc. Atlantic) SECTIONS 251 AND 252 OF THE **TELECOMMUNICATIONS** TCG Virginia, Inc. ACT OF 1996 Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and TCG VIRGINIA, INC.

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMEN IS AMENDMEN
TCG INTERCONN	ECTION AGREEMENTS			- NUMETER
Virginia (former GTE) (TCG adopted the terms of the MCI Worldcom agreement)	Adopted Agreement: Interim Virginia Co-Carrier Agreement between MFS Intelenet of Virginia, Inc. and GTE South Incorporated	Verizon South Inc., f/k/a GTE South Incorporated MCI WORLDCOM Communications of Virginia, Inc. f/k/a MFS Intelenet of Virginia, Inc. (TCG Virginia, Inc., adoptee)	Adoption Effective 7/22/97	Amendment 2
TCG INTERCONN	ECTION AGREEMENTS			
Washington (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated AT&T Communications of the Pacific Northwest, Inc. (TCG Seattle, adoptee)	Adoption Effective 4/21/99	Amendment 2

Attachment 2 to Amendment to Interconnection Agreements

Terms and Conditions

- A. From the Effective Date through May 31, 2008, Verizon shall bill, and AT&T shall pay, the monthly recurring DS0 loop charges set forth in Appendix A to this Attachment 2, which charges shall replace the monthly recurring DS0 loop charges previously set forth in the Agreement for the same loop types in the same service territories. Appendix A to this Attachment 2 may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Amendment shall be deemed to require Verizon to provide such a service, facility, arrangement or the like that the Agreement does not otherwise require Verizon to provide, or to provide such a service, facility, arrangement or the like upon terms or conditions other than those that may be required by the Agreement.
- B. From the Effective Date through May 31, 2008, the discount rates applicable to the services that Verizon is required to make available to AT&T for resale pursuant to the Interconnection Agreements or Applicable Law shall be those discount rates set forth in Appendix B to this Attachment 2, notwithstanding any other resale discount rates that may go into effect in a particular state, whether by virtue of a change of law or pursuant to a tariff filed by Verizon. For the avoidance of doubt, this Amendment does not affect which services Verizon is obligated to provide to AT&T for resale under the Interconnection Agreements or Applicable Law, but only the discount rate at which Verizon makes any such resale service available under Section 251(c)(4) of the Act.
- C. Notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, or otherwise, the terms contained herein shall govern the relationship of the Parties with respect to the subject matter set forth herein, through May 31, 2008, and thereafter as well until such time as such terms are superseded by a subsequent Interconnection Agreement or Interconnection Agreement amendment effective after May 31, 2008. In case of the expiration or termination of an Interconnection Agreement prior to May 31, 2008, the terms contained herein shall nevertheless continue to remain in effect through May 31, 2008 and thereafter until such time as such terms are superseded by a subsequent Interconnection Agreement effective after May 31, 2008.

Attachment 2 To Amendment to Interconnection Agreements

Appendix A – Monthly Recurring DS0 Loop Charges

Unbundled Loops – Arizona

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$30.00/Month
2 Wire Digital Loop	Density Cell: 1 - \$30.00/Month

Unbundled Loops – California

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.00/Month 2 - \$21.87/Month
2 Wire Digital Loop	<u>Density Cell</u> : 1 - \$11.00/Month 2 - \$21.87/Month

Unbundled Loops – Connecticut

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1B - \$11.31/Month
ISDN BRI Loop	Density Cell:
	1B - \$16.70/Month
	Density Cell:
Customer Specified Signaling - 2-Wire Ground Start	1B - \$14.21/Month
	1B - \$16.04/Month
Customer Specified Signaling - 2-Wire Reverse Battery	
	1B - \$27.47/Month
Customer Specified Signaling - 2-Wire EBS	

2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1B - \$11.31/Month

Unbundled Loops – District of Columbia

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.00/Month
ISDN BRI Loop	Density Cell:
	1 - \$17.52/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$11.00/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$17.52/Month

Unbundled Loops – Delaware

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
{	1 - \$11.00/Month
	2 - \$13.13/Month
	3 - \$16.67/Month
ISDN BRI Loop	Density Cell:
	1 - \$11.68/Month
	2 - \$14.70/Month
	3 - \$18.21/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$11.00/Month
	2 - \$13.13/Month
	3 - \$16.67/Month
2 M V DOT AT DOT ADOL ADOL A	D '4 C II
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.68/Month
	2 - \$14.70/Month
	3 - \$18.21/Month

Unbundled Loops -- Florida

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$12.00/Month 2 - \$16.18/Month 3 - \$27.54/Month
2 Wire Digital Loop	Density Cell: 1 - \$12.00/Month 2 - \$16.18/Month 3 - \$27.54/Month

Unbundled Loops - Idaho

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$45.00/Month
2 Wire Digital Loop	Density Cell: 1 - \$45.00/Month

Unbundled Loops – Illinois

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$24.04/Month
2 Wire Digital Loop	Density Cell: 1 - \$24.04/Month

Unbundled Loops – Indiana

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.97/Month 2 - \$13.14/Month 3 - \$19.79/Month
2 Wire Digital Loop	Density Cell: All - \$14.63/Month

Unbundled Loops – Massachusetts

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.00/Month
	2 - \$11.37/Month
	3 - \$15.41/Month
	4 - \$24.32/Month
ISDN BRI Loop	Density Cell:
	1 - \$13.30/Month
	2 - \$12.93/Month
	3 - \$17.96/Month
	4 - \$29.50/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$11.00/Month
	2 - \$11.37/Month
	3 - \$15.41/Month
	4 - \$24.32/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.00/Month
	2 - \$11.37/Month
	3 - \$15.41/Month
	4 - \$24.32/Month

Unbundled Loops - Maryland

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Rate Group A1 - \$11.00/Month A2 - \$11.00/Month
	B1 - \$21.92/Month B2 - \$14.45/Month
ISDN BRI Loop	Rate Group A1 - \$12.38/Month A2 - \$12.62/Month B1 - \$24.20/Month B2 - \$16.73/Month

Customer Specified Signaling - 2-Wire	Rate Group A1 - \$11.00/Month A2 - \$11.00/Month B1 - \$21.92/Month B2 - \$14.45/Month
2 Wire ADSL/IDSL/SDSL Loop	Rate Group A1 - \$11.00/Month A2 - \$11.00/Month B1 - \$21.92/Month B2 - \$14.45/Month
2 Wire HDSL Loop	Rate Group A1 - \$26.62/Month A2 - \$27.27/Month B1 - \$50.22/Month B2 - \$35.35/Month

Unbundled Loops - Maine

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
2 Wife Allalog (FO1S) Loop	1 - \$11.44/Month
	2 - \$13.47/Month
	Y '
	3 - \$18.75/Month
ISDN BRI Loop	Density Cell:
-	1 - \$21.81/Month
	2 - \$25.73/Month
	3 - \$37.72/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$11.44/Month
	2 - \$13.47/Month
	3 - \$18.75/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.44/Month
	2 - \$13.47/Month
	3 - \$18.75/Month

Unbundled Loops – Michigan

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$23.98/Month
2 Wire Digital Loop	Density Cell:
-	1 - \$23.98/Month

Unbundled Loops - Nevada

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$27.41/Month
2 Wire Digital Loop	Density Cell: 1 - \$27.41/Month
2-Wire Channelized Additional Cost of	Density Cell:
Unbundling	1 - \$12.45/Month
ISDN-BRI Loop	Density Cell
	1 - \$59.77/Month
ISDN-BRI Channelized Additional Cost of	Density Cell:
Unbundling	1 - \$36.50/Month
ADSL High Capacity Loop	Density Cell:
	1 - \$75.22/Month

Unbundled Loops - New Hampshire

Official Loops - New Hampshire	
Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month
ISDN BRI Loop	Density Cell: 1 - \$31.63/Month 2 - \$33.41/Month 3 - \$63.74/Month

Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month

Unbundled Loops - New Jersey

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month
ISDN BRI Loop	Density Cell: 1 - \$12.13/Month 2 - \$13.74/Month 3 - \$15.14/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month

Unbundled Loops - New York

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1A - \$11.00/Month
	1B - \$11.31/Month 2 - \$15.51/Month

ISDN BRI Loop	Density Cell: 1A - \$11.93/Month 1B - \$16.70/Month 2 - \$22.70/Month
Customer Specified Signaling - 2-Wire Ground Start	Density Cell: 1A - \$11.00/Month 1B - \$14.21/Month 2 - \$18.42/Month
Customer Specified Signaling - 2-Wire Reverse Battery	1A - \$12.47/Month 1B - \$16.04/Month 2 - \$20.25/Month
Customer Specified Signaling - 2-Wire EBS	1A - \$23.98/Month 1B - \$27.47/Month 2 - \$31.72/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1A - \$11.00/Month 1B - \$11.31/Month 2 - \$15.51/Month

Unbundled Loops – North Carolina

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$19.68/Month 2 - \$38.12/Month 3 - \$49.31/Month
ISDN-BRI Loop	Density Cell: 1 - \$42.92/Month 2 - \$83.13/Month 3 - \$107.51/Month
2 Wire ADSL/IDSL/SDSL Loop	Density Cell 1 - \$54.02/Month 2 - \$104.62/Month 3 - \$135.31/Month

2 Wire HDSL Loop	Density Cell:
	1 - \$60.39/Month
	2 - \$116.97/Month
	3 - \$151.28/Month

Unbundled Loops - Ohio

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$15.73/Month
2 Wire Digital Loop	Density Cell:
	1 - \$15.73/Month

Unbundled Loops - Oregon

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$14.36/Month 2 - \$25.83/Month 3 - \$50.16/Month
2 Wire Digital Loop	Density Cell: 1 - \$14.36/Month 2 - \$25.83/Month 3 - \$50.16/Month

Unbundled Loops – Pennsylvania (Verizon Pennsylvania Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$12.39/Month
	4 - \$22.39/Month
ISDN BRI Loop	Density Cell:
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$13.90/Month
	4 - \$23.66/Month

Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$13.54/Month 2 - \$16.26/Month 3 - \$19.36/Month 4 - \$28.11/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$12.39/Month 4 - \$22.39/Month

Unbundled Loops - Pennsylvania (Verizon North Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 3 - \$12.39/Month 4 - \$22.39/Month
2 Wire Digital Loop	Density Cell: 3 - \$12.39/Month 4 - \$22.39/Month

Unbundled Loops – Rhode Island

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.19/Month
	2 - \$15.44/Month
	3 - \$19.13/Month
ISDN BRI Loop	Density Cell:
	1 - \$24.92/Month
	2 - \$31.74/Month
	3 - \$28.73/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$11.19/Month
	2 - \$15.44/Month
	3 - \$19.13/Month
	3 - \$19.13/Month

2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.19/Month 2 - \$15.44/Month 3 - \$19.13/Month
	3 - \$19.13/Month

Unbundled Loops – South Carolina

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$18.00/Month
2 Wire Digital Loop	Density Cell: 1 - \$18.00/Month

Unbundled Loops – Texas

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$13.63/Month 2 - \$35.45/Month 3 - \$78.77/Month
2 Wire Digital Loop	Density Cell: 1 - \$13.63/Month 2 - \$35.45/Month 3 - \$78.77/Month

Unbundled Loops - Virginia (Verizon Virginia Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month
ISDN BRI Loop	<u>Density Cell</u> : 1 - \$14.15/Month 2 - \$17.09/Month 3 - \$30.42/Month

Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$16.76/Month 2 - \$19.69/Month 3 - \$32.98/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month

Unbundled Loops - Virginia (Verizon South Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$14.99/Month
	2 - \$17.94/Month
	3 - \$24.44/Month
2 Wire Digital Loop	Density Cell:
	1 - \$14.99/Month
	2 - \$17.94/Month
	3 - \$24.44/Month

Unbundled Loops – Vermont

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$21.63/Month
ISDN BRI Loop	Density Cell:
	1 - \$13.27/Month
	2 - \$16.08/Month
	3 - \$51.60/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$21.63/Month

2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$21.63/Month

Unbundled Loops – Washington

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$14.96/Month
	2 - \$16.74/Month
	3 - \$20.11/Month
	4 - \$23.36/Month
	5 - \$49.85/Month
2 Wire Digital Loop	Density Cell:
	1 - \$14.96/Month
	2 - \$16.74/Month
	3 - \$20.11/Month
	4 - \$23.36/Month
	5 - \$49.85/Month
	*Digital loop rates not specifically
	enumerated in tariff, but equal
	Analog rates.

Unbundled Loops - Wisconsin

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$32.00/Month
2 Wire Digital Loop	Density Cell: 1 - \$32.00/Month

Unbundled Loops – West Virginia

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$14.49/Month 2 - \$22.04/Month 3 - \$35.00/Month 4 - \$43.44/Month

ISDN BRI Loop	Density Cell: 1 - \$16.66/Month 2 - \$24.20/Month 3 - \$37.16/Month 4 - \$45.60/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$14.49/Month 2 - \$22.04/Month 3 - \$35.00/Month 4 - \$43.44/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$14.49/Month 2 - \$22.04/Month 3 - \$35.00/Month 4 - \$43.44/Month

Attachment 2 to Amendment to Interconnection Agreements

Appendix B – Resale Discount Rates

	With Opera	tor & DA	Without Operator & DA		
State	Business	Residence	Business	Residence	
Connecticut	19.10%	19.10%	21.70%	21.70%	
Delaware	16.00%	16.00%	20.00%	20.00%	
District of Col.	12.72%	12.72%	14.79%	14.79%	
Maine	23.76%	19.80%	25.74%	23.03%	
Maryland	19.87%*	19.87%*	19.87%	19.87%	
Massachusetts	24.99%	24.99%	29.47%	29.47%	
New Hampshire	18.78%	17.30%	20.25%	19.04%	
New Jersey	17.04%	17.04%	20.03%	20.03%	
New York	19.10%	19.10%	21.70%	21.70%	
Pennsylvania – Verizon Pennsylvania Inc.	23.43% **	23.43% **	25.69%	25.69%	
Rhode Island	14.26%	17.87%	16.38%	18.82%	
Vermont	26.01%	18.20%	27.66%	20.43%	
Virginia – Verizon Virginia Inc.	18.50%	18.50%	21.30%	21.30%	
West Virginia	15.05%	15.05%	17.84%	17.84%	

^{*} In MD, residential DA and verification services are available for resale at the retail rate; no discount applies

^{**} Includes the 5% PA Gross Receipts Tax

Attachment 2 to Amendment to Interconnection Agreements

Appendix B – Resale Discount Rates

State	Resale Avoided Cost Discount With VZ Operator & DA	Resale Avoided Cost Discount Without VZ Operator & DA	
Arizona	14.50%	14.50%	
California	12.00%	12.00%	
Florida	13.04%	13.04%	
Idaho	13.50%	13.50%	
Illinois	17.50%	17.50%	
Indiana	19.58%	22.30%	
Michigan	15.80%	16.76%	
North Carolina	19.97%	19.97%	
Nevada	16.00%	16.00%	
Ohio	12.16%	16.41%	
Oregon	17.00%	17.00%	
Pennsylvania – Verizon North Inc.	22.80%	22.80%	
South Carolina	18.66%	18.66%	
Texas	22.99%	22.99%	
Virginia – Verizon South Inc.	20.60%	23.40%	
Washington	10.10%*	10.10%*	
Wisconsin	18.45%	18.45%	

In WA, OS&DA services discounted at 0.6%